



ENTERED  
08/21/2019

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

In re:

WEATHERLY OIL & GAS, LLC,<sup>1</sup>

Debtor.

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Chapter 11

Case No. 19-31087 (MI)

**ORDER APPROVING DEBTOR'S MOTION (A) AUTHORIZING THE  
SALE OF THE DEBTOR'S BETHANY LONGSTREET ASSETS FREE AND CLEAR  
OF LIENS, CLAIMS, INTERESTS, AND ENCUMBRANCES TO DEA BETHANY,  
L.L.C., (B) AUTHORIZING THE ASSUMPTION AND ASSIGNMENT OF CERTAIN  
EXECUTORY CONTRACTS AND UNEXPIRED LEASES IN CONNECTION  
THEREWITH, AND (C) GRANTING RELATED RELIEF**

[Relates To ECF No. 571]

Upon the motion (the "Motion")<sup>2</sup> of the above-captioned debtor and debtor in possession for entry of an order (this "Order"), (a) approving the form of Purchase and Sale Agreement by and between Weatherly and DEA Bethany, L.L.C. (the "Buyer" or "DEA"), attached hereto as **Exhibit 1** (the "PSA"), which provides for (a) the sale of certain of the Debtor's Bethany Longstreet Field, De Soto and Caddo Parish, Louisiana oil and gas assets identified as the "Assets" in the PSA (the "Bethany Longstreet Assets") to Buyer in a private sale free and clear of all liens, claims, interests, and encumbrances (as more fully defined in paragraph 6 below, the "Liens, Claims, and Interests") to the fullest extent permitted by § 363(f) of the Bankruptcy Code (the "Sale"); and (b) authorizing the assumption and assignment of certain executory contracts and unexpired leases associated with the Bethany Longstreet Assets, and (c) granting other related

<sup>1</sup> The Debtor in this chapter 11 case, along with the last four digits of the Debtor's federal tax identification number, is: Weatherly Oil & Gas, LLC (4115). The Debtor's service address is: 10777 County Road 210, Tyler, Texas, 75707.

<sup>2</sup> Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

relief, all as more fully set forth in the Motion; and upon the Johnson Declaration; and this Court having found that it has jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion before this Court is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interest of the Debtor's estate, its creditors, and other parties in interest; and this Court having found that the Debtor's notice of the Motion and opportunity for a hearing on the Motion was given to all parties entitled to such notice under the Bankruptcy Code and Bankruptcy Rules, is appropriate under the circumstances, and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is **HEREBY ORDERED THAT:**

**General Provisions**

1. Omitted.

2. All objections to the Motion or relief requested therein, if any, that have not been withdrawn, waived, or settled as announced to this Court at the Hearing or by stipulation filed with this Court, and all reservations of rights included therein, are hereby overruled on the merits.

**Approval of the Sale**

3. The PSA is hereby approved, and the Debtor is authorized to take any and all actions necessary or appropriate to consummate the Sale.

4. The Debtor has satisfied all requirements of §§ 363(b) and 363(f) of the Bankruptcy Code, and all other requirements and standards applicable to a sale outside the ordinary course of business, free and clear of all Liens, Claims, and Interests.

**Sale and Transfer of Bethany Longstreet Assets**

5. Pursuant to §§ 105 and 363(b) of the Bankruptcy Code, the Debtor, and its directors, officers, employees, and agents have the necessary corporate power and are authorized and directed to take any and all actions necessary to: (a) consummate the Sale of the Bethany Longstreet Assets to the Buyer pursuant to and in accordance with the terms and conditions of the PSA, (b) close the Sale of the Bethany Longstreet Assets as contemplated by the PSA and this Order, and (c) execute and deliver, perform under, consummate, implement, and close fully the PSA, together with all documents, instruments, and agreements necessary or appropriate to consummate the transaction pursuant to the PSA.

6. Pursuant to §§ 105(a), 363(b) and 363(f) of the Bankruptcy Code, the Debtor is authorized to transfer, and upon the Closing shall have transferred, all of the Debtor's right, title, and interest in and to, and possession of, the Bethany Longstreet Assets to Buyer, which shall be immediately vested in Buyer, and, to the extent provided in the PSA, such title to the Bethany Longstreet Assets shall be transferred to Buyer free and clear of all Liens, Claims, and Interests, including:

- liens (including, without limitation, mechanics', materialmen's, and other consensual and non-consensual liens and statutory liens) mortgages, restrictions, hypothecations, charges, indentures, loan agreements, instruments, leases, licenses, options, deeds of trust, security interests, conditional sale or other title retention agreements, pledges, judgments, demands, encumbrances, easements, and servitudes (including, without limitation, the liens, claims, encumbrances, interests, and mortgages of Angelo, Gordon Energy Servicer, LLC);
- interests, obligations, liabilities, demands, guaranties, options, restrictions, and contractual or other commitments;

- rights, including, without limitation, rights of first refusal, rights of offset (except for offsets exercised prior to the Petition Date), contract rights, and recovery;
- decrees of any court or foreign or domestic government entity (to the extent permitted by law);
- charges or restrictions of any kind or nature, including, without limitation, any restriction on the use, transfer, receipt of income or other exercise of any attributes of ownership of the Bethany Longstreet Assets, including, without limitation, consent of any Person to assign or transfer any of the Bethany Longstreet Assets;
- debts arising in any way in connection with any agreements, acts, or failures to act, of the Debtor or any of the Debtor's predecessors or affiliates;
- claims (as that term is defined in the Bankruptcy Code), including claims for reimbursement, contribution claims, indemnity claims, exoneration claims, alter-ego claims, environmental claims (to the fullest extent allowed by applicable law), including claims that may be secured or entitled to priority under the Bankruptcy Code, tax claims, reclamation claims, and pending litigation claims;
- matters of any kind or nature whatsoever, whether at law or in equity and whether known or unknown, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or un-matured, material or nonmaterial, disputed or undisputed, whether arising prior to or during the Debtor's bankruptcy case, and whether imposed by agreement, understanding, law, equity or otherwise.

All such Liens, Claims, and Interests shall attach to the proceeds of the Sale of the Bethany Longstreet Assets (the "Cash Proceeds") in the order of their priority, with the same validity, force, and effect that they had against the Bethany Longstreet Assets prior to entry of this Order, subject to any claims and defenses that the Debtor may possess with respect thereto. The Cash Proceeds of the Sale authorized by this Order shall be remitted to the Debtor and shall be subject to the terms of the *Final Order Authorizing Limited Use of Cash Collateral, Obtaining Post-Petition Financing Secured by Senior Liens, and Granting Adequate Protection to Prepetition Secured Parties* [ECF

No. 180] (the “Final Financing Order”). The Buyer shall not assume and is not liable for any liabilities arising from the Excluded Assets (as defined in the PSA).

7. This Order shall be binding in all respects upon the Debtor, its estate, its affiliates, its creditors (whether known or unknown), and holders of equity interests in the Debtor, any holders of Liens, Claims, and Interests against or on all or any portion of the Bethany Longstreet Assets, all counterparties to the Contracts, Buyer and all of their successors and assigns. This Order and the PSA shall inure to the benefit of the Debtor and its estate, Buyer, and their respective successors and assigns.

8. This Order shall be effective as a determination that, pursuant to the PSA, all Liens, Claims, and Interests (except as provided under the PSA), have been unconditionally released, discharged and terminated as to the Buyer and the Bethany Longstreet Assets. This Order is binding upon and shall govern the acts of all persons and entities, including all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal and local officials and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any lease; and each of the foregoing persons and entities is hereby directed to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the Sale contemplated by the PSA.

9. Following entry of the Order, no holder of any Lien, Claim, or Interest in the Bethany Longstreet Assets (except to the extent provided under the PSA solely in accordance with applicable law) shall interfere with the Buyer’s title to, or use and enjoyment of, the Bethany

Longstreet Assets based on, or related to, any such Lien, Claim or Interest, or based on any actions the Debtor may take in this case.

10. Persons, including, without limitation, the Debtor, all holders of Liens, Claims, or Interests (other than as provided under the PSA) or other rights, debt security holders, equity security holders, governmental, tax and regulatory authorities (as to governmental, tax and regulatory authorities, to the greatest extent allowed by applicable law), lenders and trade and other creditors holding and/or asserting claims (as that term is defined in the Bankruptcy Code) including, but not limited to, claims arising out and/or related to the Sale of the Bethany Longstreet Assets (except for any claims arising pursuant to the PSA), and/or Liens, Claims, or Interests arising in any way in connection with any acts, or failure to act, of the Debtor, obligations, demands or guaranties, of any kind and nature against or in the Debtor or the Bethany Longstreet Assets (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or noncontingent, senior or subordinated), arising under or out of, in connection with or in any way relating to the Debtor, the Bethany Longstreet Assets, the operation of the Debtor's business prior to the Effective Time, or the transfer of the Bethany Longstreet Assets to the Buyer, hereby are, and will be, forever barred, estopped and permanently enjoined from asserting such Liens, Claims, or Interests against Buyer, its successors or assigns, or its property, including the Bethany Longstreet Assets. Nothing in this Order releases, nullifies, precludes, or enjoins the enforcement of any police or regulatory liability to a governmental unit, to which the Buyer may be subject to as the post-sale owner or operator of any property that is an Asset (as defined in the PSA) after the date of entry of this Order; *provided, however*, that all rights and defenses of the Buyer under nonbankruptcy law are preserved. Nothing in this Order or the PSA authorizes the transfer or assignment of any governmental (i) license, (ii) permit, (iii) registration, (iv) authorization, or (v)

approval, or the discontinuation of any obligation thereunder, without compliance with all applicable legal requirements and required approvals, if any, under police or regulatory law. Nothing in this Order divests any tribunal of any jurisdiction it may have under police or regulatory law to interpret this Order or to adjudicate any defense asserted under this Order.

11. Upon entry of this Order, all creditors and any other holder of a Lien, Claim or Interest is authorized and directed to execute such documents and take all other actions as may be necessary to release its Lien, Claim, or Interest in the Bethany Longstreet Assets (except to the extent provided in the PSA). If any person or entity that has filed financing statements, mortgages, deeds of trust, mechanic's liens, *lis pendens* or other documents or agreements evidencing Liens, Claims or Interests against the Bethany Longstreet Assets has not delivered to the Debtor prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all interests which the person or entity has with respect to the Bethany Longstreet Assets or otherwise, then with regard to the Bethany Longstreet Assets: (i) the Debtor is hereby authorized, and the Buyer is hereby authorized, to execute and file such statements, instruments, releases and other documents on behalf of the person or entity with respect to the Bethany Longstreet Assets; and (ii) the Buyer is hereby authorized to file, register or otherwise record a certified copy of this Order, which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of all Liens, Claims, and Interests (except to the extent provided under the PSA) against the Bethany Longstreet Assets. Each and every federal, state, and local governmental agency or department is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the PSA, including, without limitation, recordation of this Order. This Order is deemed to be in recordable form sufficient to be placed in the filing or recording system of each

and every federal, state or local government agency, department or office. This Order shall be binding upon and shall govern the acts of all persons including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, and local officials, and all other persons who may be required by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of such assets or other property interests. Notwithstanding and without limiting the foregoing, the provisions of this Order authorizing the Sale of the Bethany Longstreet Assets free and clear of Liens, Claims and Interests (except to the extent provided in the PSA), shall be self-executing, and neither the Debtor nor the Buyer shall be required to execute or file releases, termination statements, assignments, consents, or other instruments in order to effectuate, consummate and implement the provisions of this Order.

12. The Buyer is not and shall not be deemed a “successor” to the Debtor or its estate, or to have, *de facto* or otherwise, merged with or into the Debtor or be a mere continuation or substantial continuation of the Debtor or the enterprise of the Debtor under any theory of law or equity as a result of any action taken in connection with the PSA or any of the transactions or documents ancillary thereto or contemplated thereby or in connection with the acquisition of the Bethany Longstreet Assets. The Buyer has given substantial consideration under the PSA, which consideration shall constitute valid, valuable, and sufficient consideration for the absolution from any potential claims of successor liability of the Buyer to the greatest extent allowed by applicable law.



**Good Faith**

13. The PSA and all related documents, instruments and agreements were negotiated, proposed and entered into by the Debtor and the Buyer at arm's length, without collusion, and in good faith within the meaning of § 363(m) of the Bankruptcy Code. The Buyer is not an "insider" of the Debtor, as that term is defined in Bankruptcy Code § 101(31). The Buyer is a good faith purchaser and entitled to all of the protections of § 363(m) of the Bankruptcy Code. The good faith finding is necessary under the Sale and the Sale cannot proceed without it.

**Assumption and Assignment of the Assumed Contracts**

14. Pursuant to §§ 105(a), 363(b)(1), and 365(a) of the Bankruptcy Code, the Debtor's Sale, assumption, and assignment of the Assumed Contracts to Buyer is approved, and the requirements of § 365(b)(1) of the Bankruptcy Code with respect thereto are deemed satisfied. All requirements and conditions under §§ 363 and 365 of the Bankruptcy Code for the assumption by the Debtor and assignment to Buyer of the Assumed Contracts have been satisfied. The Debtor is hereby authorized to (i) assume and assign to Buyer, effective as of the Effective Time, the Assumed Contracts free and clear of all Liens, Claims, and Interests of any kind or nature whatsoever, other than to the extent provided under the PSA, and (ii) execute and deliver to Buyer such documents or other instruments as Buyer reasonably deems necessary to assign and transfer the Assumed Contracts to Buyer. Buyer has provided adequate assurance of future performance of their obligations under the Assumed Contracts. Upon entry of this Order, all cure amounts applicable to the Assumed Contracts, as listed on **Exhibit 2**, will be paid in accordance with the Final Financing Order, or any other order with respect to debtor in possession financing or the Debtor's use of cash collateral.

15. The Assumed Contracts shall be transferred to, and remain in full force and effect for the benefit of Buyer in accordance with its terms, notwithstanding any provision in any such

contract that prohibits, restricts, or conditions such assignment or transfer pursuant to § 365(f) of the Bankruptcy Code. There shall be no accelerations, assignment fees, increases, or any other fees charged to Buyer or the Debtor as a result of the assumption and assignment of the Assumed Contracts.

**Approval and Payment of the EnergyNet Fee**

16. The Debtor is authorized to pay the EnergyNet Fee as provided in the EnergyNet Agreement as they relate to the Sale. EnergyNet's commission of \$22,000 shall be deducted from the proceeds of the Sale.

17. To the extent there is inconsistency between the terms of the EnergyNet Agreement and this Order, the terms of this Order shall govern.

**Additional Provisions**

18. Nothing in this Order, the Sale Motion, the PSA, or any implementing documents releases, nullifies, limits, waives or precludes or enjoins the enforcement of any police or regulatory liability to a governmental unit that any entity would be subject to as the owner or operator of property after the date of entry of this Order. Nothing in this Order, the Sale Motion, the PSA, or any implementing documents authorizes the transfer or assignment of any governmental (a) license, (b) permit, (c) registration, (d) authorization or (e) approval, or the discontinuation of any obligation thereunder, without compliance with all applicable legal requirements and approvals under police or regulatory law. Nothing in this Order, the Sale Motion, the PSA, or implementing documents divests any tribunal of any jurisdiction it may have under police or regulatory law to interpret this Order or to adjudicate any defense asserted under this Order.

19. Nothing in this Order shall be deemed a waiver of any rights, remedies or defenses that any party has or may have under applicable bankruptcy and non-bankruptcy law, under any

related agreements or any letters of credit relating thereto, or any rights, remedies or defenses of the Debtor with respect thereto.

20. To the extent that any provision of this Order is inconsistent with the terms of the PSA, the Order shall govern.

21. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).


22. The Debtor is authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.

23. The requirements set forth in Bankruptcy Local Rule 9013-1 and the Complex Case Procedures are satisfied by the contents of the Motion.

24. Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), this Order shall be effective and enforceable immediately upon entry hereof.

25. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Signed: August 21, 2019



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Marvin Isgur  
United States Bankruptcy Judge

**EXHIBIT 1**

**PSA**

**PURCHASE AND SALE AGREEMENT**

**by and between**

**WEATHERLY OIL & GAS, LLC**

**as Seller**

**and**

**DEA BETHANY, L.L.C.**

**as Buyer**

**dated**

**August [●], 2019**

UNLESS AND UNTIL AN AUTHORIZED REPRESENTATIVE OF SELLER OR ITS AFFILIATES AND AN AUTHORIZED REPRESENTATIVE OF BUYER OR ITS AFFILIATES EXECUTES A DEFINITIVE AGREEMENT FOLLOWING FINAL MANAGEMENT APPROVAL, NONE OF SELLER OR ITS AFFILIATES OR BUYER OR ITS AFFILIATES HAS ANY OBLIGATION (LEGAL OR OTHERWISE) TO CONCLUDE A TRANSACTION. UNLESS INCLUDED IN A DEFINITIVE AGREEMENT, COMMUNICATIONS (WRITTEN OR ORAL) SHALL NOT CREATE ANY OBLIGATIONS WHATSOEVER ON SELLER OR ITS AFFILIATES, OR BUYER, OR ITS AFFILIATES AND NO PARTY MAY RELY ON THEM AS THE BASIS FOR TAKING ANY ACTION, FOREGOING ANY ACTION OR OPPORTUNITY OR INCURRING ANY COSTS. SELLER AND ITS AFFILIATES RESERVE THE RIGHT TO REJECT ANY OR ALL PROPOSALS FOR ANY REASON WHATSOEVER AND TO ACCEPT ANY ONE OR MORE PROPOSALS. SELLER AND BUYER AGREE TO NEGOTIATE SUCH PROPOSALS IN ANY MANNER SELLER OR ITS AFFILIATES OR BUYER OR ITS AFFILIATES DEEMS APPROPRIATE.

## **PURCHASE AND SALE AGREEMENT**

This PURCHASE AND SALE AGREEMENT (this “**Agreement**”) is executed as of August [●], 2019 (the “**Execution Date**”), by and between Weatherly Oil & Gas, LLC, a Delaware limited liability company (“**Seller**”), and DEA Bethany, L.L.C., a Louisiana limited liability company (“**Buyer**”). Seller and Buyer are referred to herein as a “**Party**”, and Seller and Buyer, collectively, as the “**Parties**”.

### **RECITALS**

**WHEREAS**, Seller is engaged in the business of onshore oil and natural gas exploration, development and production in the United States of America, and owns, in varying proportions, certain oil and gas leases and associated assets and interests more particularly described in this Agreement as the “**Assets**” (as defined below);

**WHEREAS**, on February 28, 2019, Seller commenced a voluntary case and is a debtor-in-possession of the Assets under chapter 11 of the Bankruptcy Code, pending as Case No. 19-31087 in the United States Bankruptcy Court for the Southern District of Texas (the “**Bankruptcy Court**”);

**WHEREAS**, Seller desires to sell and assign to Buyer, and Buyer desires to purchase from Seller, the Assets upon the terms and conditions hereinafter set forth;

**WHEREAS**, the Parties intend to effectuate the transactions contemplated by this Agreement through a sale of assets pursuant to sections 105, 363 and 365 of the Bankruptcy Code (as hereinafter defined), as applicable;

**WHEREAS**, the Parties acknowledge and agree that the terms of this Agreement are the result of arm’s length negotiations following a competitive marketing and bidding process conducted by EnergyNet.com, Inc. (“**EnergyNet**”); and

**WHEREAS**, Seller’s ability to consummate the transactions set forth in this Agreement is subject to, among other things, the entry of the Sale Order (as hereinafter defined) by the Bankruptcy Court;

**NOW, THEREFORE**, for and in consideration of the mutual promises contained herein, the benefits to be derived by each Party hereunder, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. **Certain Defined Terms**. Any capitalized term used but not defined within the body of this Agreement shall have the meaning ascribed to that term in **Appendix I** attached hereto.

2. **Assets**. Subject to the terms of this Agreement, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, all of Seller’s rights, title and interests in and to the following, except to the extent constituting Excluded Assets (all of Seller’s rights, title and interest in and to such assets, less and except the Excluded Assets, collectively, the “**Assets**”): (a) all oil and gas leases and oil, gas and mineral leases, subleases and other leaseholds, royalties, overriding royalties, net profits interests, production payments, carried interests, options and other rights to Hydrocarbons in place, in each case, whether producing or non-producing, as more particularly described in **Exhibit A-1** (collectively, the “**Leases**”), together with (A) any and all other rights, titles and interests of Seller in and to the lands covered or burdened thereby, and (B) all other interests of Seller of any kind or character in and to the Leases; (b) all presently existing unitization, pooling and/or communitization agreements, orders, declarations or designations and statutorily, judicially or administratively created drilling, spacing and/or production units, whether recorded or unrecorded, insofar as the same are attributable or allocated to the Leases, and all of

Seller's interest in and to the properties covered or such units created thereby (collectively, the "**Units**"; and, together with the Leases, the "**Oil and Gas Interests**"); (c) all wells located upon the Leases or Units or otherwise used in connection with the ownership or operation of the Assets, whether plugged and abandoned, including the wells set forth in Exhibit A-2 (the "**Wells**" and together with the Oil and Gas Interests, the "**Properties**"); (d) all easements, surface leases, permits, licenses, servitudes, rights of way, surface use agreements and all other rights and appurtenances located on or primarily used in connection with the Properties (the "**Surface Rights**"); (e) all tangible personal, movable and mixed property, equipment, machinery, fixtures and improvements, including all injection wells, salt water disposal facilities, well heads, well equipment, casing, manifolds, tubing, pumps, motors, gauges, valves, heaters, treaters, water lines, vessels, tanks, boilers, separators, treating equipment, compressors, pipelines, flow lines, gathering systems, processing and separation facilities, pads, structures, other equipment, automation systems including meters and related telemetry on wells, power lines, telephone and communication lines and other appurtenances, network equipment and associated peripherals, radio and telephone equipment (including cellular telephones), SCADA, telemetry and other measurement technology, and well communication devices, in each case, to the extent located on or primarily used in connection with the ownership or operation of the other Assets; (f) all contracts and agreements to the extent which all or any portion of the Properties or Surface Rights is subject, including the contracts and agreements set forth in Exhibit A-3 (the "**Contracts**"); (g) all Hydrocarbons in, on, under or produced from or allocated to any of the Properties from and after the Effective Time, and all Hydrocarbons for which Seller receives an adjustment to the Purchase Price, and in each case, the proceeds thereof; (h) all rights, benefits and obligations arising from or in connection with any Imbalances attributable to of the Properties, existing as of or arising after the Effective Time; (i) the Records, including, without limitation, all well data and geophysical and other seismic and related technical data and information relating to the Assets; and (j) except to the extent related to the Excluded Assets or Specified Obligations, any rights, claims, causes, causes of action, claims for relief, choses in action, rights of recovery, rights of set-off, rights of indemnity, contribution or recoupment, counter-claims, cross-claims and defenses of Seller relating to the Assets described in (a)-(i) above.

3. **Excluded Assets.** Seller shall reserve and retain the following "**Excluded Assets**": (a) all of Seller's corporate minute books and corporate financial records that relate to Seller's business generally; (b) all trade credits, all accounts, receivables, if any, and all other proceeds, income or revenues attributable to the Assets with respect to any period of time prior to the Effective Time; (c) all claims, causes of action, manufacturers' and contractors' warranties and other rights of Seller arising under or with respect to (i) any Assets that are attributable to periods of time prior to the Effective Time including claims for adjustments or refunds, and (ii) any other Excluded Assets; (d) all Hydrocarbons produced from the Assets with respect to all periods prior to the Effective Time, other than those Hydrocarbons produced from or allocated to the Assets and in storage or existing in stock tanks, pipelines or plants (including inventory) as of the Effective Time for which the Purchase Price is adjusted upward at Closing; (e) all amounts held by Seller in suspense that are attributable to sales of Hydrocarbons produced from the Assets, as applicable (including any amounts subject to escheat obligations pursuant to applicable Law); (f) all personal computers, network equipment and associated peripherals; (g) all drilling rigs, and all trucks, cars and vehicles; (h) all master services agreements or similar contracts; (i) all easements, rights-of-way, surface rights, equipment, pipe and inventory (in each case, whether located on or off the lands covered by the Leases or lands pooled or unitized therewith) not currently being used solely in connection with the ownership or operation of the Assets (other than any surface rights granted under any of the Leases); (j) all of Seller's proprietary computer software, patents, trade secrets, copyrights, names, trademarks, logos and other intellectual property; (k) legal records and legal files of Seller, including all work product of and attorney-client communications with Seller's legal counsel or any other documents or instruments that may be protected by an attorney-client privilege or the attorney work-product doctrine, but excluding any title opinions covering the Oil and Gas Interests; (l) all documents and instruments and other data or information that cannot be disclosed to Buyer as a result of confidentiality arrangements under agreements with third parties;

(m) all audit rights arising under any of the Contracts or otherwise with respect to (i) any period prior to the Effective Time, with respect to the Assets or (ii) any of the Excluded Assets; (n) all oil and gas fee interests or mineral fee interests of Seller and its Affiliates; and (o) all claims of Seller or any of its Affiliates for refunds of, rights to receive funds from any Governmental Authorities, or loss carry forwards or credits with respect to (i) any and all taxes imposed by any applicable Law on, or allocable to, Seller or any of its Affiliates, or any combined, unitary or consolidated group of which any of the foregoing is or was a member, (ii) any taxes imposed on or with respect to the ownership or operation of the Excluded Assets, and (iii) any and all other taxes imposed on or with respect to the ownership or operation of the Assets for any tax period (or portion thereof) ending before the Effective Time.

4. **Purchase Price.** The purchase price for the Assets shall be four hundred thousand dollars (\$400,000) (the “**Purchase Price**”), subject to any adjustments that may be made under Section 5. Concurrently with the execution of this Agreement, Buyer shall pay to Seller, via wire transfer of immediately available funds, the sum of forty thousand dollars (\$40,000), representing ten percent (10%) of the Purchase Price (such amount, the “**Deposit**”). If Closing occurs, the Deposit shall be applied as a credit toward the Preliminary Purchase Price at Closing. If the Sale Order is not entered by the Court on or before September 13, 2019, or if the conditions to Buyer’s obligations to close set forth in Section 15 have not been fulfilled on or before September 30, 2019, then this Agreement shall thereupon terminate, and Seller shall promptly return the Deposit to Buyer. The effective time of the conveyance of the Assets shall be 12:01 a.m. Central Standard Time on July 1, 2019 (the “**Effective Time**”).

5. **Purchase Price Adjustments.** Following Closing, Buyer shall be entitled to all revenues, production, proceeds, income, and products from or attributable to the Assets from and after the Effective Time, and shall be responsible for (and entitled to any refunds with respect to) all costs and expenses attributable to the Assets and incurred from and after the Effective Time. Seller shall be entitled to all revenues, production, proceeds, income, accounts receivable and products from or attributable to the Assets prior to the Effective Time, and shall be responsible for (and entitled to any refunds with respect to) all costs and expenses attributable to the Assets and incurred prior to the Effective Time.

(a) The Purchase Price will be increased by the following amounts, without duplication:

(1) the aggregate amount of proceeds received by Buyer for which Seller would otherwise be entitled with respect to the Assets;

(2) an amount equal to the market value of all Hydrocarbons attributable to the Assets in storage or existing in stock tanks, pipelines and/or plants (including inventory), in each case that are, as of the Effective Time, (i) upstream of the pipeline connection or (ii) upstream of the sales meter, in each case, net of burdens;

(3) the aggregate amount of all costs and expenses which are attributable to the Assets during the period from and after the Effective Time and that have been paid by Seller, but excluding any amounts previously reimbursed to Seller;

(4) the amount of all Asset Taxes allocable to Buyer pursuant to Section 17 but paid or otherwise economically borne by Seller; and

(5) any other upward adjustment mutually agreed upon by the Parties.

(b) The Purchase Price will be decreased by the following amounts, without duplication:



(1) the aggregate amount of proceeds received by Seller for which Buyer would otherwise be entitled with respect to the Assets;

(2) the aggregate amount of all costs and expenses which are attributable to the Assets during the period prior to the Effective Time and that have been paid by Buyer, but excluding any amounts previously reimbursed to Buyer;

(3) the amount of all Asset Taxes allocable to Seller pursuant to Section 17 but paid or otherwise economically borne by Buyer; and

(4) any other downward adjustment mutually agreed upon by the Parties.

(c) At least three (3) Business Days prior to Closing, Seller shall prepare and submit to Buyer a settlement statement (the “**Preliminary Settlement Statement**”) setting forth each adjustment to the Purchase Price pursuant to this Section 5, using for such adjustments the best information then reasonably available. Prior to Closing, Buyer may notify Seller of any objections to the Preliminary Settlement Statement. The Parties shall use their reasonable efforts to agree on a final Preliminary Settlement Statement no later than one (1) day prior to Closing. The Purchase Price, adjusted as provided in the Preliminary Settlement Statement, is referred to herein as the “**Preliminary Purchase Price**.” If Buyer and Seller are unable to agree upon the final Preliminary Settlement Statement, then the Preliminary Purchase Price shall be as provided in the final Preliminary Settlement Statement acceptable to Seller, and any disputed amounts shall be resolved in the course of the final accounting pursuant to Section 5(d).

(d) No later than the earlier to occur of September 1, 2019 or thirty (30) days after the Closing Date, Seller shall deliver to Buyer a final settlement statement (the “**Final Settlement Statement**”) setting forth the actual amount of each adjustment to the Purchase Price required under this Section 5. Seller shall make available the necessary records to permit Buyer to conduct an audit of the Final Settlement Statement during the ten (10) Business Day period commencing on the date the Final Settlement Statement is delivered to Buyer (the “**Audit Period**”). As soon as reasonably practicable, but no later than 5:00 p.m. Shreveport, Louisiana time on the last day of the Audit Period, Buyer may deliver to Seller a written report containing any changes Buyer proposes to such statement (the “**Audit Report**”). Any matters covered by the Final Settlement Statement as delivered by Seller to which Buyer fails to timely object in the Audit Report shall be deemed correct and shall be final and binding on the Parties and not subject to further review, audit or arbitration. The undisputed amounts (net of any amounts in dispute) will be paid to Seller or Buyer, as applicable, within two (2) Business Days from the end of the Audit Period. The Parties agree to negotiate in good faith to resolve any disputes relating to items in the Final Settlement Statement and shall meet no later than five (5) days after Seller receives the Audit Report to attempt to agree on any adjustments to the Final Settlement Statement. If the Parties fail to agree on final adjustments within that five (5) day period, either Party may, within five (5) days after the end of such period, submit the disputed items to Heard, McElroy & Vestal, L.L.C., or such other Person as the Parties mutually agree upon in writing (the “**Accounting Referee**”). Any unresolved matters covered in the Audit Report that are not submitted to the Accounting Referee within such five (5) day period shall be deemed waived by the Party not submitting the claims to the Accounting Referee, which waiver shall be final and binding on the Parties and the subject matter thereof shall not be subject to further review or audit. The Parties shall direct the Accounting Referee to resolve the disputes within ten (10) Business Days after its receipt of all relevant materials pertaining to the dispute. The Accounting Referee shall act as an expert for the limited purpose of determining the specific disputed matters submitted by either Party and may not award damages or penalties to either Party with respect to any matter. Seller and Buyer shall share equally the Accounting Referee’s costs, fees and expenses. The Final Settlement Statement, whether as agreed between the Parties or as determined by a

decision of the Accounting Referee, shall be binding on, and non-appealable by, the Parties and not subject to further review or audit. Payment by Buyer or Seller, as applicable, for any outstanding amounts on the Final Settlement Statement shall be made within two (2) Business Days after the date on which all disputes in respect of the Final Settlement Statement are finally resolved (whether by agreement of the Parties or pursuant to the Accounting Referee's decision).

6. **No Warranty of Title.** The conveyance of the Assets to Buyer at Closing shall be without any warranty of title of any kind whatsoever, express, implied, or statutory, and without recourse, even as to the return of any consideration, but with full substitution and subrogation of Buyer, and all Persons claiming by, through and under Buyer, to the extent assignable, in and to all covenants and warranties by Seller's predecessors-in-title and with full subrogation of all rights accruing under the statutes of limitation or prescription under the Laws of the State of Louisiana.

7. **Disclaimers.** EXCEPT AS AND TO THE LIMITED EXTENT EXPRESSLY SET FORTH IN SECTION 12, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, AND SELLER EXPRESSLY DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY REPRESENTATION, WARRANTY, STATEMENT OR INFORMATION MADE OR COMMUNICATED (ORALLY OR IN WRITING) TO BUYER OR ANY BUYER REPRESENTATIVE (INCLUDING ANY OPINION, INFORMATION, PROJECTION OR ADVICE THAT MAY HAVE BEEN PROVIDED TO BUYER). WITHOUT LIMITING THE GENERALITY OF THE FOREGOING PROVISIONS, SELLER EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED, AS TO (I) TITLE TO ANY OF THE ASSETS, (II) THE CONTENTS, CHARACTER OR NATURE OF ANY REPORT OF ANY PETROLEUM ENGINEERING CONSULTANT, OR ANY ENGINEERING, GEOLOGICAL OR SEISMIC DATA OR INTERPRETATION, RELATING TO THE PROPERTIES, (III) THE QUANTITY, QUALITY OR RECOVERABILITY OF HYDROCARBONS IN OR FROM THE PROPERTIES, (IV) ANY ESTIMATES OF THE VALUE OF THE ASSETS OR FUTURE REVENUES GENERATED BY THE ASSETS, (V) THE PRODUCTION OF HYDROCARBONS FROM THE PROPERTIES, (VI) THE MAINTENANCE, STATE OF REPAIR, CONDITION, QUALITY, SUITABILITY, DESIGN OR MARKETABILITY OF THE ASSETS, (VII) THE CONTENT, CHARACTER OR NATURE OF ANY INFORMATION, MEMORANDUM, REPORTS, BROCHURES, CHARTS OR STATEMENTS PREPARED BY OR ON BEHALF OF SELLER OR THIRD PARTIES WITH RESPECT TO THE ASSETS, (VIII) ANY OTHER MATERIALS OR INFORMATION THAT MAY HAVE BEEN MADE AVAILABLE TO BUYER OR ANY BUYER REPRESENTATIVE IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY DISCUSSION OR PRESENTATION RELATING THERETO AND (IX) ANY IMPLIED OR EXPRESS WARRANTY OF FREEDOM FROM PATENT OR TRADEMARK INFRINGEMENT. SELLER FURTHER DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED, OF MERCHANTABILITY, FREEDOM FROM LATENT VICES OR DEFECTS OR REDHIBITORY DEFECTS, FITNESS FOR A PARTICULAR PURPOSE OR CONFORMITY TO MODELS OR SAMPLES OF MATERIALS OF ANY ASSETS, RIGHTS OF A PURCHASER UNDER LAW TO CLAIM DIMINUTION OF CONSIDERATION OR RETURN OF THE PURCHASE PRICE OR CONSIDERATION, IT BEING EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES THAT (A) BUYER SHALL BE DEEMED TO BE ACQUIRING THE ASSETS IN THEIR PRESENT STATUS, CONDITION AND STATE OF REPAIR, "AS IS," "WHERE IS" AND WITH ALL FAULTS AND DEFECTS (KNOWN OR UNKNOWN, LATENT, DISCOVERABLE OR UNDISCOVERABLE), AND (B) BUYER HAS MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS BUYER DEEMS APPROPRIATE. SELLER HAS NOT AND WILL NOT MAKE ANY REPRESENTATION OR WARRANTY REGARDING ANY MATTER OR CIRCUMSTANCE RELATING TO ENVIRONMENTAL LAWS, THE RELEASE OF HAZARDOUS MATERIALS OR OTHER MATERIALS INTO THE ENVIRONMENT OR THE PROTECTION OF HUMAN HEALTH, SAFETY,

NATURAL RESOURCES OR THE ENVIRONMENT, OR ANY OTHER ENVIRONMENTAL CONDITION OF THE ASSETS, AND NOTHING IN THIS AGREEMENT OR OTHERWISE SHALL BE CONSTRUED AS SUCH A REPRESENTATION OR WARRANTY. SELLER AND BUYER AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS SECTION 7 ARE CONSPICUOUS DISCLAIMERS FOR THE PURPOSE OF ANY APPLICABLE LAW.

8. **Obligations.**

(a) From and after Closing, except to the extent such obligations or liabilities constitute Specified Obligations, Buyer shall assume and hereby agrees to fulfill, perform, pay and discharge (or cause to be fulfilled, performed, paid or discharged) all of the obligations and liabilities with respect to the Assets, whether such obligations or liabilities arose prior to, on or after the Effective Time, including, but not limited to, any and all Plugging and Abandonment Obligations and Environmental Obligations (all of said obligations and liabilities, herein being referred to as the “*Assumed Obligations*”). To the extent that Seller has the obligation to indemnify Buyer under Section 10(b), Seller agrees to retain all obligations and liabilities solely to the extent arising out of or related to (i) death or physical injury to any employees of Seller related to or arising out of Seller’s ownership or operation of the Assets occurring prior to the Effective Time; (ii) any and all taxes imposed by any applicable Law on, or allocable to, Seller or any of its Affiliates, or any combined, unitary or consolidated group of which any of the foregoing is or was a member; and (iii) any and all other taxes imposed on or with respect to the ownership or operation of the Assets for any tax period (or portion thereof) ending before the Effective Time (all of said obligations and liabilities, herein being referred to as the “*Specified Obligations*”).

(b) Except as to (i) requirements from any Governmental Authority, including the Bankruptcy Court, (ii) situations wherein emergency action is taken in the face of risk to life, property, the environment and/or Lease termination or (iii) matters specifically consented to by Buyer in writing, during the period from the date of this Agreement to the Closing, Seller agrees as follows:

- (1) Subject to the provisions of applicable operating and other agreements, Seller shall operate, maintain and administer the Assets (to the extent Seller is the operator of an Asset) in a good and workmanlike manner, consistent with its past practices.
- (2) Prior to Closing, Seller shall not propose any drilling or other operations requiring elections to participate pursuant to the applicable operating agreements for amounts in excess of \$10,000 net to Seller’s interest, except as may be necessary to maintain any portion of the Assets, without Buyer’s prior written approval, which approval shall not be unreasonably withheld.
- (3) Seller will promptly advise Buyer of any drilling or other operations proposals made by third parties, and Seller and Buyer will consult concerning such proposals, but any decisions concerning such proposals shall be made by Seller in its reasonable discretion.

- (4) Seller will not sell, farmout, encumber or dispose of any of the Assets (other than Hydrocarbons), except for sales and dispositions of equipment made in the ordinary course of business consistent with past practices (including for equipment that is unnecessary and/or is to be replaced).
- (5) Seller will not enter into any material new contract affecting the Assets or modify or amend in any material adverse respect any Leases or existing Contract.
- (6) Seller will not settle any claim, action or proceeding relating to the Assets that is in excess of \$5,000 net to Seller's interest, without Buyer's written consent, which consent shall be timely and shall not be unreasonably withheld.
- (7) Seller will promptly notify Buyer if Seller receives actual written notice of any material claim, suit, action or other proceeding, or any threat thereof, of any kind directly relating, in whole or in part, to the Assets.
- (8) Upon execution of this Agreement, Seller will promptly make all of its files directly relating to the Assets available to Buyer for examination during Seller's regular business hours at Seller's offices in Tyler, Texas, and/or other locations reasonably designated by Seller; provided, however, that Buyer shall not be entitled to review any work product of, and attorney-client communications with, Seller's legal counsel or any other documents or instruments that may be protected by an attorney-client privilege or the attorney work-product doctrine (but excluding from the foregoing exception any title opinions covering the Oil and Gas Interests).

9. **Bankruptcy Filings.** Seller shall use commercially reasonable efforts to (i) file all pleadings with the Bankruptcy Court, including the Sale Motion, as are necessary or appropriate to allow the Bankruptcy Court to rule on the Sale Motion and (ii) serve all parties known to Seller to be entitled to notice of such pleadings under applicable provisions of the Bankruptcy Code. Buyer shall promptly take all actions as are reasonably requested by Seller to assist Seller in obtaining the Bankruptcy Court's entry of the Sale Order or any other order reasonably necessary to obtain the Bankruptcy Court's approval of the transactions contemplated by this Agreement, including furnishing affidavits, financial information or other documents or information, allowing such information and documentation to be filed with the Bankruptcy Court as necessary to obtain a Sale Order, and making Buyer's employees and representatives available to testify at any hearing on the Sale Motion before the Bankruptcy Court.

10. **Indemnification.**

(a) Buyer shall be responsible for and indemnify, defend, release and hold harmless Seller and its Affiliates, and all of its and their respective partners, members, directors, officers, managers, employees, equity holders, agents and representatives (collectively, "***Seller Indemnified Parties***") from and against all claims caused by, arising out of or resulting from (i) the Assumed Obligations and (ii) Buyer's breach of any representation or warranty contained in Section 13 and any of its covenants or obligations under this Agreement. Buyer's indemnity obligations set forth in this Section 10(a) shall survive Closing of the transaction contemplated hereby without time limit. BUYER'S DEFENSE, INDEMNIFICATION, HOLD HARMLESS AND RELEASE OBLIGATIONS AND THE ASSUMPTION OF THE ASSUMED OBLIGATIONS PROVISIONS (IN EACH CASE) PROVIDED FOR IN THIS AGREEMENT SHALL BE APPLICABLE WHETHER OR NOT THE LIABILITIES,

LOSSES, COSTS, EXPENSES AND DAMAGES IN QUESTION AROSE OR RESULTED SOLELY OR IN PART FROM THE GROSS, SOLE, ACTIVE, PASSIVE, CONCURRENT OR COMPARATIVE NEGLIGENCE, STRICT LIABILITY OR OTHER FAULT OR VIOLATION OF LAW OF OR BY ANY SELLER INDEMNIFIED PARTY. BUYER AND SELLER ACKNOWLEDGE THAT THIS STATEMENT COMPLIES WITH THE EXPRESS NEGLIGENCE RULE AND IS CONSPICUOUS.

(b) Seller shall be responsible for and indemnify, defend, release and hold harmless Buyer and its Affiliates, and all of its and their respective partners, members, directors, officers, managers, employees, equity holders, agents and representatives (collectively, “**Buyer Indemnified Parties**”) from and against all claims caused by, arising out of or resulting from (i) the Specified Obligations and (ii) Seller’s breach of any representation or warranty contained in Section 12 and any of its covenants or obligations under this Agreement. Seller’s indemnity obligations set forth in this Section 10(b) shall survive the Closing until the later of September 30, 2019 and Seller’s liquidation.

(c) NO SELLER INDEMNIFIED PARTY OR BUYER INDEMNIFIED PARTY SHALL BE ENTITLED TO RECOVER, AND EACH HEREBY WAIVES ANY RIGHT TO RECOVER, FROM THE OTHER, OR THEIR RESPECTIVE AFFILIATES, ANY SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, REMOTE OR SPECULATIVE DAMAGES, OR DAMAGES FOR LOST PROFITS UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, EXCEPT TO THE EXTENT ANY SUCH PARTY PAYS SUCH DAMAGES (INCLUDING COSTS OF DEFENSE AND REASONABLE ATTORNEY’S FEES INCURRED IN CONNECTION WITH DEFENDING OF SUCH DAMAGES) TO A THIRD PARTY, WHICH DAMAGES (INCLUDING COSTS OF DEFENSE AND REASONABLE ATTORNEY’S FEES INCURRED IN CONNECTION WITH DEFENDING AGAINST SUCH DAMAGES) SHALL NOT BE EXCLUDED BY THIS PROVISION AS TO RECOVERY HEREUNDER.

11. **NORM, Wastes and Other Substances.** Buyer acknowledges that the Assets have been used for exploration, development and production of oil and gas and that there may be petroleum, produced water, wastes or other substances or materials located in, on or under the Assets or associated with the Assets. Equipment and sites included in the Assets may contain asbestos, naturally occurring radioactive material (“**NORM**”) or other hazardous materials. NORM may affix or attach itself to the inside of Wells, materials, equipment and other personal property as scale, or in other forms. The Wells, materials, equipment and other personal property located on the Properties or included in the Assets may contain NORM and other wastes or hazardous materials. NORM containing material and/or other wastes or hazardous materials may have come in contact with various environmental media, including water, soils or sediment. Special procedures may be required for the assessment, remediation, removal, transportation or disposal of environmental media, wastes, asbestos, NORM and other hazardous materials from the Assets. Buyer agrees to accept the Assets “as is,” “where is,” and “with all faults,” and Buyer agrees to assume all risks with respect to the Assets.

12. **Seller’s Representations and Warranties.** Seller represents and warrants to Buyer as of the Execution Date that:

(a) To Seller’s Knowledge, (i) all Contracts are in full force and effect, and (ii) no party is in material default or breach of any such Contract.

(b) Seller is duly qualified and has full right and authority to own the Assets in the capacity in which the Assets are owned, and, subject to requisite creditor and Bankruptcy Court approval, to enter into this Agreement.



(c) Seller has incurred no obligation, contingent or otherwise, for any broker's, finder's, or consultant's fees for which Buyer will be liable.

(d) Except for the Bankruptcy Case and any adversary proceeding or contested motions commenced or filed in connection therewith or stayed as a result of the filing thereof, there is no proceeding or order pending, outstanding, or to Seller's Knowledge, threatened in writing that (a) seeks to appeal, stay, restrain or prohibit or otherwise challenge the consummation, legality or validity of the transactions contemplated hereby, the Sale Motion or the Sale Order, or (b) relates to the Assets.

(e) Except as set forth on Schedule 12(e), there are no preferential rights to purchase or consents to assignment (except in each case as specifically set forth on Schedule 12(e)) in respect of the Assets that Seller will convey to the Buyer under this Agreement.

13. **Buyer's Representations and Warranties.** Buyer represents and warrants to Seller as of the Execution Date that:

(a) Buyer is duly qualified and has full right and authority to acquire and own the Assets, to receive an assignment of the Assets from Seller at Closing and to enter into this Agreement.

(b) Buyer has incurred no obligation, contingent or otherwise, for any broker's, finder's or consultant's fees for which Seller will be liable.

(c) There are no bankruptcy, reorganization or receivership proceedings pending, being contemplated by or, to Buyer's Knowledge, threatened against Buyer or any Affiliate of Buyer, and Buyer is not insolvent or generally not paying its debts when they become due.

(d) Buyer is an accredited investor, as such term is defined in Regulation D of the Securities Act of 1933, as amended, and will acquire the Assets for its own account and not with a view to a sale or distribution thereof in violation of the Securities Act of 1933, as amended, and the rules and regulations thereunder, any applicable state blue sky Laws or any other applicable securities Laws.

(e) Buyer is sophisticated in the evaluation, purchase, ownership and operation of oil and gas properties and related facilities. In making its decision to enter into this Agreement and to consummate the transaction contemplated hereby and thereby, except to the extent of Seller's express representations and warranties in Section 12, Buyer has relied or shall rely on its own independent investigation and evaluation of the Assets, which investigation and evaluation was done by Buyer and its own legal, tax, economic, environmental, engineering, geological and geophysical advisors. In entering into this Agreement, Buyer acknowledges that it has relied solely upon the aforementioned investigation and evaluation and not on any factual representations or opinions of Seller or any representatives or consultants or advisors engaged by or otherwise purporting to represent Seller or any Affiliate of Seller (except the specific representations and warranties of Seller set forth in Section 12). Buyer hereby acknowledges that, other than the representations and warranties made in Section 12, neither Seller nor any representatives, consultants or advisors of Seller or its Affiliates make or have made any representation or warranty, express or implied, at Law or in equity, with respect to the Assets.

Buyer's warranties and representations set forth in this Section 13 shall survive without time limit.

14. **Seller's Conditions to Close.** The obligations of Seller to consummate the transactions provided for herein is subject, at the option of Seller, to the fulfillment by Buyer or waiver by Seller, on or prior to Closing of each of the following conditions precedent:

(a) the representations and warranties of Buyer set forth in Section 13 shall be true and correct in all material respects as of Closing (except with respect to the representations and warranties set forth in Section 13(b) which shall be true in all respects) as though made on and as of Closing;

(b) Buyer shall have materially performed or complied with all obligations, agreements, and covenants contained in this Agreement as to which performance or compliance by Buyer is required prior to or at Closing;

(c) Buyer shall have executed and delivered (or be ready, willing and able to deliver at Closing) to Seller the documents and other items, including the Preliminary Purchase Price, required to be delivered by Buyer under Section 16; and

(d) the Bankruptcy Court shall have entered the Sale Order.

15. **Buyer's Conditions to Close.** The obligations of Buyer to consummate the transactions provided for herein is subject, at the option of Buyer, to the fulfillment by Seller or waiver by Buyer, on or prior to Closing of each of the following conditions:

(a) the representations and warranties of Seller set forth in Section 12 shall be true and correct in all material respects as of Closing as though made on and as of Closing, except for those breaches, if any, of such representations and warranties that in the aggregate would not have a material adverse effect;

(b) Seller shall have materially performed or complied with all obligations, agreements, and covenants contained in this Agreement as to which performance or compliance by Seller is required prior to or at Closing;

(c) Seller shall have executed and delivered (or be ready, willing and able to deliver at Closing) to Buyer the documents and other items required to be delivered by Seller under Section 16;

(d) Seller shall have delivered (or be ready, willing and able to deliver at Closing) to Buyer a consent to assignment, in form reasonably acceptable to Buyer, executed by Gayle B. McFarland and Cynthia D. McFarland (collectively, "Owner"), consenting to the assignment to Buyer of that certain Salt Water Disposal Lease dated January 1, 2013, by and between Owner and SND Operating, LLC; as amended by that certain Amendment to Saltwater Disposal Lease dated February 12, 2018, effective as of January 1, 2019, by and between Owner and Seller, as successor in interest to SND Operating, LLC; and

(e) the Bankruptcy Court shall have entered the Sale Order.

16. **Closing.** The closing of the transaction contemplated by this Agreement ("***Closing***") shall occur on the date that is ten (10) Business Days following the issuance of the Sale Order (the "***Closing Date***") or such other date following the issuance of the Sale Order as Buyer and Seller may agree upon in writing. At Closing, (a) Buyer shall pay to Seller the Preliminary Purchase Price, less the Deposit, via wire transfer of immediately available funds, (b) Seller shall execute and deliver an assignment, conveyance and bill of sale covering the Assets in the form attached hereto as Exhibit D (the "***Assignment***"), (c) the Parties shall take such further actions as may be reasonably necessary to evidence and effectuate the transaction contemplated by this Agreement, (d) Buyer shall obtain replacements for the bonds, letters of credit and guarantees necessary to terminate the obligations of Seller or its Affiliates with respect to the Assets and Buyer shall provide evidence of the posting of such bonds or other securities with all applicable Governmental Authorities meeting the requirements of such authorities, and (e) Seller shall deliver an executed statement described in Treasury Regulation §1.1445-2(b)(2) certifying that Seller is neither a disregarded entity nor a foreign Person within the meaning of the Internal Revenue Code of 1986, as

amended, and Treasury Regulations promulgated thereunder (the “**Code**”). Closing shall be held at the offices of Seller, or at such other location or through such other methods as may be mutually agreed upon by Seller and Buyer.

17. **Taxes.**

(a) All required documentary, filing and recording fees and expenses in connection with the filing and recording of the assignments (including the Assignment), conveyances or other instruments required to convey title to the Assets to Buyer shall be borne by Buyer. Buyer shall be responsible for, and shall bear and pay, all sales, use, transfer, stamp, registration and similar taxes (including any applicable interest or penalties) incurred or imposed with respect to the transactions described in this Agreement (the “**Transfer Taxes**”). Seller shall bear and pay, all ad valorem, property, excise, severance, production, sales, use and similar taxes (including any interest, fine, penalty or additions to tax imposed by a government authority in connection with such taxes) based upon operation or ownership of the Assets or production of Hydrocarbons or the receipt of proceeds therefrom (collectively, the “**Asset Taxes**”) assessed with respect to the ownership and operation of the Assets for (i) any period ending prior to the Effective Time, and (ii) the portion of any tax period beginning before and ending after the Effective Time (a “**Straddle Period**”) ending immediately prior to the Effective Time. All Asset Taxes arising on or after the Effective Time (including all Straddle Period Asset Taxes not apportioned to Seller) shall be allocated to and borne by Buyer. To the extent the actual amount of any Asset Taxes described in this Section 17 is not known at the time an adjustment is to be made with respect to such Asset Tax pursuant to Section 5, Buyer and Seller shall utilize the most recent information available in estimating the amount of such Asset Taxes for purposes of such adjustment. Upon determination of the actual amount of Asset Taxes, payments will be made to the extent necessary to cause the appropriate Party to bear the Asset Taxes allocable to such Party under this Section 17. For purposes of allocation between the Parties of Asset Taxes: (A) Asset Taxes that are attributable to the severance or production of Hydrocarbons or otherwise imposed on a transactional basis (other than Asset Taxes described in (B) below) shall be allocated to the period in which the severance, production or other transaction giving rise to such Asset Taxes occurred; and (B) Asset Taxes that are ad valorem, property or other Asset Taxes imposed on a periodic basis with respect to a Straddle Period shall be allocated pro rata per day between the portion of such Straddle Period ending immediately prior to the Effective Time (which shall be Seller’s responsibility) and the portion of the Straddle Period beginning at the Effective Time (which shall be Buyer’s responsibility). For purposes of clause (A) of the preceding sentence, any exemption, deduction, credit or other item that is calculated on an annual basis shall be allocated pro rata per day between the period ending immediately prior to the Effective Time and the period beginning on the Effective Time.

(b) Other than with respect to tax periods ending prior to the Effective Time, Buyer shall be responsible for filing with the appropriate Governmental Authorities all returns (including information returns), reports, statements, schedules, notices, forms, elections, estimated tax filings, claims for refund or other documents filed with or submitted to, or required to be filed with or submitted to, any Governmental Authority with respect to any tax (“**Tax Returns**”) for Asset Taxes that are required to be filed after Closing and paying the taxes reflected on such Tax Returns as due and owing, subject to Buyer’s right of reimbursement for any Asset Taxes for which Seller is responsible under Section 17(a). Buyer shall prepare all such Tax Returns relating to any Straddle Period on a basis consistent with past practice except to the extent otherwise required by applicable Law. Buyer shall provide Seller with a copy of any Tax Return relating to any Straddle Period for Seller’s review at least ten (10) days prior to the due date for the filing of such Tax Return (or within a commercially reasonable period after the end of the relevant taxable period, if such Tax Return is required to be filed less than ten (10) days after the close of such taxable period), and Buyer shall incorporate all reasonable comments of Seller provided to Buyer in advance of the due date for the filing of such Tax Return.



(c) The Parties shall cooperate fully, as and to the extent reasonably in connection with the filing of any Tax Returns, state and federal regulatory reports, royalty payments including related deduction and any audit, litigation or other proceeding with respect to these matters for the Assets.

(d) Seller shall be entitled to any and all refunds of Asset Taxes allocated to Seller pursuant to Section 17(a), and Buyer shall be entitled to any and all refunds of Asset Taxes allocated to Buyer pursuant to Section 17(a). If a Party receives a refund of Asset Taxes to which the other Party is entitled pursuant to this Section 17(d), the first Party shall promptly pay such amount to the other Party, net of any reasonable costs or expenses incurred by the first Party in procuring such refund.

18. **Miscellaneous.** The Parties further agree as follows:

(a) **Condemnation; Casualty Loss.** Notwithstanding anything herein to the contrary, from and after the execution of this Agreement, if Closing occurs, Buyer shall assume all risk of loss with respect to the depreciation of Assets due to ordinary wear and tear. If, after the Execution Date but prior to or on the Closing Date, any portion of the Assets is destroyed by fire, explosion, hurricane, storm, weather events, earthquake, act of nature, civil unrest, or similar disorder, terrorist acts, war or any other hostilities or other casualty or is expropriated or taken in condemnation or under right of eminent domain by any Governmental Authority, whether or not fixed or repaired or in any way remediated (each a “***Casualty Loss***”), Buyer and Seller shall nevertheless be required to proceed with Closing. Seller shall deliver written notice to Buyer within twenty-four (24) hours of its knowledge of any Casualty Loss. To the extent Seller has a claim against a third party for death, bodily injury or property damages arising from any Casualty Loss that is assignable to Buyer, then such damages, claims and rights of action shall be assigned to Buyer, and to the extent Seller is entitled to recovery under any insurance policy on account of any Casualty Loss, Seller shall pay to Buyer the net amounts recovered under such policy (less any costs incurred by Seller to recover such amounts), if any.

(b) **Prior Knowledge.** Notwithstanding anything to the contrary contained in this Agreement, if either Party elects to proceed with Closing with knowledge by such Party of the breach of any representation, warranty, agreement, or covenant by the other Party or of the facts giving rise to any such breach, then the representation, warranty, agreement, or covenant which is breached (and any and all rights and remedies with respect thereto) will be deemed waived by such Party, and such Party shall be deemed to fully release and forever discharge the other Party with respect to all claims and damages, known or unknown, with respect to such representation, warranty, agreement or covenant.

(c) **Notices.** All communications required or permitted under this Agreement shall be in writing and any communication or delivery hereunder shall be deemed to have been fully made if actually delivered, if mailed by registered or certified mail, postage prepaid, delivered by recognized overnight courier service, to the address as set forth below:

**To Seller:**

Weatherly Oil & Gas, LLC  
777 Taylor Street, Suite 902  
Fort Worth, Texas 76102  
Attention: Dan Johnson  
Email: [Dan.Johnson@ankura.com](mailto:Dan.Johnson@ankura.com)

with a copy to (which shall not constitute notice):

Jackson Walker L.L.P.  
Attention: S. Jordan Smith  
2323 Ross Ave., Suite 600  
Dallas, Texas 75201  
Phone: (214) 953-5984  
Email: [sjsmith@jw.com](mailto:sjsmith@jw.com)

To Buyer:

DEA Bethany, LLC  
Attention: William R. Downs  
401 Edwards St., Ste. 1420  
Shreveport, LA 71101  
Phone: (318) 716-7644  
Email: [WDowns@downs-energy.com](mailto:WDowns@downs-energy.com)

with a copy to (which shall not constitute notice):

Wiener, Weiss & Madison, APC  
Attention: Donald B. Wiener and  
Cliffe C. Laborde III  
330 Marshall Street, Suite 1000  
Shreveport, Louisiana 71101  
Phone: (318) 226-9100  
Email: [dwiener@wwmlaw.com](mailto:dwiener@wwmlaw.com) and  
[claborde@wwmlaw.com](mailto:claborde@wwmlaw.com)

(d) Assignment. Neither Party shall assign its rights or obligations under this Agreement without the prior written consent of the other Party, which consent may be withheld for any reason in the sole discretion of the non-assigning Party.

(e) Governing Law; Venue; Waiver of Jury Trial.

(i) EXCEPT TO THE EXTENT THE MANDATORY PROVISIONS OF THE BANKRUPTCY CODE APPLY, THIS AGREEMENT AND THE LEGAL RELATIONS BETWEEN SELLER AND BUYER SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF LOUISIANA, EXCLUDING ANY CONFLICTS OF LAW RULE OR PRINCIPLE THAT WOULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

(ii) WITHOUT LIMITATION OF ANY PARTY'S RIGHT TO APPEAL ANY ORDER OF THE BANKRUPTCY COURT, (I) THE BANKRUPTCY COURT SHALL RETAIN EXCLUSIVE JURISDICTION TO ENFORCE THE TERMS OF THIS AGREEMENT AND TO DECIDE ANY CLAIMS OR DISPUTES WHICH MAY ARISE OR RESULT FROM, OR BE CONNECTED WITH, THIS AGREEMENT, ANY BREACH OR DEFAULT HEREUNDER, OR THE TRANSACTIONS CONTEMPLATED HEREBY AND (II) ANY AND ALL CLAIMS RELATING TO THE FOREGOING SHALL BE FILED AND MAINTAINED ONLY IN THE BANKRUPTCY COURT, AND THE PARTIES HEREBY CONSENT AND SUBMIT TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE BANKRUPTCY COURT AND IRREVOCABLY WAIVE THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF ANY SUCH ACTION OR PROCEEDING; PROVIDED, HOWEVER, THAT, IF THE BANKRUPTCY CASE IS CLOSED, ALL ACTIONS AND PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE HEARD AND DETERMINED IN A LOUISIANA STATE COURT OR A FEDERAL COURT SITTING IN THE STATE OF LOUISIANA, AND THE PARTIES HEREBY IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION AND VENUE OF SUCH COURTS IN ANY SUCH ACTION

OR PROCEEDING AND IRREVOCABLY WAIVE THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF ANY SUCH ACTION OR PROCEEDING. THE PARTIES CONSENT TO SERVICE OF PROCESS BY MAIL OR ANY OTHER MANNER PERMITTED BY LAW.

(iii) THE PARTIES HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF SELLER, BUYER OR THEIR RESPECTIVE REPRESENTATIVES IN THE NEGOTIATION OR PERFORMANCE HEREOF.

(f) Wavier of Right to Recession. The Parties acknowledge that, following the Closing, the payment of money, as limited by the terms of this Agreement, shall be adequate compensation for breach of any representation, warranty, covenant or agreement contained herein or for any other claim arising in connection with or with respect to the transactions contemplated by this Agreement. As the payment of money shall be adequate compensation, following the Closing, the Parties waive any right to rescind this Agreement or any of the transactions contemplated hereby.

(g) Amendment. This Agreement may be amended only by written instrument executed by both Parties.

(h) Counterparts; Treatment as Original. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together shall constitute the same agreement, and any signature hereto delivered by a Party by facsimile or other electronic transmission (e.g., email) shall be deemed an original signature hereto for all purposes.

\* \* \* \* \*

*[Signatures Follow on Next Page]*

IN WITNESS WHEREOF, this Agreement has been signed by each Party as of the Execution Date.

**SELLER:**

**Weatherly Oil & Gas, LLC**

By: \_\_\_\_\_  
Dan W. Johnson, Chief Executive Officer

**BUYER:**

**DEA Bethany, L.L.C.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## **APPENDIX I**

### **Certain Defined Terms**

**“Affiliate”** shall mean any Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with, another Person. The term “control” and its derivatives with respect to any Person, when used in the context of this definition, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise. For the avoidance of doubt, any lender of Seller shall not be considered an Affiliate of Seller.

**“Bankruptcy Code”** shall mean Title 11 of the United States Code, Sections 101 *et seq.*

**“Business Day”** shall mean a day (other than a Saturday or Sunday) on which commercial banks in Houston, Texas are generally open for business.

**“Environmental Laws”** shall mean any applicable Law relating to the protection of the environment.

**“Environmental Obligations”** means responsibility and liability for any of the following occurrences, events, conditions, and activities on, related to, or attributable to the condition of the Assets: (a) environmental pollution or contamination, including pollution or contamination of the soil, groundwater, or air by Hydrocarbons, drilling fluid and other chemicals, brine, produced water, NORM, asbestos containing materials, lead based paint, mercury, or any other substance; (b) underground injection activities and waste disposal; (c) clean-up responses, and the cost of remediation, control, assessment, or compliance with respect to surface and subsurface pollution caused by spills, pits, ponds, lagoons, or storage tanks; (d) failure of the Assets to comply with applicable land use, surface disturbance, licensing, or notification requirements or surface use agreements; (e) disposal on the Properties of any hazardous substances, wastes, materials, and products generated by or used in connection with the ownership, development, operation, or abandonment of any part of the Assets; and (f) any non-compliance with any Environmental Law.

**“Governmental Authority”** shall mean any federal, state, local, municipal, tribal or other government; any governmental, regulatory, arbitration or administrative agency, commission, body or other authority exercising or entitled to exercise any administrative, executive, judicial, legislative, arbitration, regulatory or taxing authority or power, and any court, arbitral or governmental tribunal, including any tribal authority having or asserting jurisdiction, including the Bankruptcy Court.

**“Hydrocarbons”** shall mean oil, condensate, gas, casinghead gas and other liquid or gaseous hydrocarbons.

**“Knowledge”** shall mean, with respect either Party, the actual knowledge (without investigation) of any officers of such Party.

**“Imbalances”** shall mean any imbalance at the wellhead between the amount of Hydrocarbons produced from a Well and allocated to the interests of Seller therein and the shares of production from the relevant Well to which Seller was entitled, or at the pipeline flange between the amount of Hydrocarbons nominated by or allocated to Seller and the Hydrocarbons actually delivered on behalf of Seller at that point.

**“Law”** shall mean any applicable statute, law (including common law), rule, regulation, ordinance, order, code, ruling, writ, injunction, decree or other official act of or by any Governmental Authority.

**“Person”** shall mean any individual, firm, corporation, partnership, limited liability company, joint venture, association, trust, unincorporated organization, Governmental Authority or any other entity.

**“Plugging and Abandonment Obligations”** means all decommissioning activities, obligations, costs and expenses with respect to the Assets as are required by Laws, any Contract, any Lease, this Agreement or any Governmental Authority and further including all well plugging, replugging and abandonment; facility dismantlement and removal of all abandoned Assets, junk and other personal property located on or comprising any part of the Assets; pipeline and flowline dismantlement and removal; dismantlement and removal of other property of any kind related to or associated with operations or activities conducted on the Properties; and site clearance, site restoration and site remediation and other activities associated therewith.

**“Records”** shall mean, excluding the Excluded Records, all of Seller’s and its Affiliates’ files, records and data (including electronic data) related to the Assets, including but not limited to: (i) lease files, land files, facility and well files, division order files, abstracts, title files (including title opinions and title curative documents), (ii) Contract files, (iii) correspondence, (iv) operations, environmental, health and safety, and pipeline safety records, (v) engineering and/or production files, (vi) maps, and (vii) Tax and accounting records, in each case, to the extent related to the ownership or operation of the Assets and in the possession of Seller or an Affiliate of Seller.

**“Sale Motion”** shall mean the motion or motions filed by Seller pursuant to, *inter alia*, sections 105, 363, and 365 of the Bankruptcy Code, as applicable, seeking entry of the Sale Order and approval of the transactions contemplated by this Agreement.

**“Sale Order”** shall mean the order of the Bankruptcy Court approving this Agreement and all of the terms and conditions hereof and approving and authorizing Seller to consummate the transactions contemplated hereby pursuant to Sections 105, 363 and 365 of the Bankruptcy Code, as applicable.

**Exhibit A-1 – Leases**

**Attached to and made part of that certain Purchase and Sale Agreement by and between  
Weatherly Oil & Gas, LLC, as Seller, and DEA Bethany, L.L.C., as Buyer**

<b>Lease No.</b>	<b>Lessor</b>	<b>Lessee</b>	<b>Lease Date</b>	<b>Book</b>	<b>Page</b>	<b>Instrument No.</b>	<b>County</b>	<b>State</b>
LA100057.000	Abram Hunter Jr, et ux	Goodrich Petroleum Company LLC	8/7/2007			2114210	Caddo	LA
LA100018.006	Adreine Stephens et al	Goodrich Petroleum Company LLC	7/22/2006			2050875	Caddo	LA
LA100018.009	Adrian Stephens	Goodrich Petroleum Company LLC	7/22/2006			2050870	Caddo	LA
LA100175.002	Adrienne D Gambal, et al	Chesapeake Operating	4/18/2009			2222635	Caddo	LA
LA100049.016	Alan Mcrae Jordan	Goodrich Petroleum Company LLC	9/7/2007			2123094	Caddo	LA
LA100130.019	Albert Hunter	Goodrich Petroleum Company LLC	12/14/2007			2135120	Caddo	LA
LA100210.000	Alice Ellis Abraham	Chesapeake Operating	10/21/2009			2262433	Caddo	LA
LA100179.004	Alvin Ray Martin	Chesapeake Operating	5/21/2009			2232081	Caddo	LA
LA100203.033	Aminah Abdulsalaam	Chesapeake Operating	10/21/2009			2263011	Caddo	LA
LA100211.002	Andrew Britton	Chesapeake Operating	10/20/2009			2259894	Caddo	LA
LA100203.025	Anna Marie Small	Chesapeake Operating	10/21/2009			2260619	Caddo	LA
LA100203.048	Annie N Pine	Chesapeake Operating	10/21/2009			2267936	Caddo	LA
LA100203.045	Annie Pine	Chesapeake Operating	10/21/2009			2266889	Caddo	LA
LA100203.002	Annie Small Plumber	Chesapeake Operating	10/21/2009			2258756	Caddo	LA
LA100028.009	Annie Wilson	Goodrich Petroleum Company LLC	7/1/2006			2125387	Caddo	LA
LA100094.000	Anthony Dewayne Sandifer Jr	Goodrich Petroleum Company LLC	7/9/2007			2109094	Caddo	LA
LA100093.000	Anthony Dewayne Sandifer Sr, et ux	Goodrich Petroleum Company LLC	7/9/2007			2109093	Caddo	LA
LA100174.001	Anthony Houston	Chesapeake Operating	10/24/2008			2197806	Caddo	LA
LA100179.007	Anthony Taylor	Chesapeake Operating	5/12/2009			2231588	Caddo	LA
LA100203.027	Anzio Lee	Chesapeake Operating	10/21/2009			2261720	Caddo	LA
LA100081.000	Archie W Watson III, et ux	Goodrich Petroleum Company LLC	7/19/2007			2113822	Caddo	LA
LA100213.002	Arkoma Louisiana Llc	Chesapeake Operating	3/5/2010			2286013	Caddo	LA
LA100211.004	Arnold Ray Britton	Chesapeake Operating	10/20/2009			2261707	Caddo	LA
LA100049.028	Arthur J McLaughlin	Goodrich Petroleum Company LLC	9/7/2007			2125061	Caddo	LA
LA100211.003	Atlene Britton Williams	Chesapeake Operating	10/20/2009			2261710	Caddo	LA
LA100159.002	B W Johns	Jack W Grigsby	1/10/1954	716	149	64348	Caddo	LA
LA100071.000	Barbara J Travis	Goodrich Petroleum Company LLC	6/25/2007			2107384	Caddo	LA

LA100029.000	Barbara T Fallon Et Al	Goodrich Petroleum Company LLC	10/26/2006			2068656	Caddo	LA
LA100203.009	Barnett Britton	Chesapeake Operating	10/21/2009			2260623	Caddo	LA
LA100130.021	Beatrice H Odom	Goodrich Petroleum Company LLC	12/3/2007			2134917	Caddo	LA
LA100144.000	Ben E Wheeler Sr, et ux	Goodrich Petroleum Company LLC	3/26/2007			2095272	Caddo	LA
LA100203.032	Bertha Mae Neil Pollard, et al	Chesapeake Operating	10/21/2009			2262625	Caddo	LA
LA100174.008	Betty Mack Clark	Chesapeake Operating	5/20/2009			2228650	Caddo	LA
LA100203.012	Betty Ray Small Miller	Chesapeake Operating	10/21/2009			2261719	Caddo	LA
LA100028.012	Betty Varner Phillips	Goodrich Petroleum Company LLC	2/12/2007			21510229	Caddo	LA
LA100018.020	Billy R Johnson	Goodrich Petroleum Company LLC	7/28/2006			2052204	Caddo	LA
LA100203.007	Bobbie Franklin	Chesapeake Operating	10/21/2009			2258754	Caddo	LA
LA100037.000	Bobby Harold Henley, et ux	Goodrich Petroleum Company LLC	10/7/2007			2102402	Caddo	LA
LA100038.000	Bobby Harold Henley, et ux	Goodrich Petroleum Company LLC	10/20/2007			2102404	Caddo	LA
LA100039.000	Bobby Harold Henley, et ux	Goodrich Petroleum Company LLC	6/6/2007			2102403	Caddo	LA
LA100203.022	Bobby Ray Blake	Chesapeake Operating	10/21/2009			2261722	Caddo	LA
LA100018.011	Bonnie S Ellis Et Al	Goodrich Petroleum Company LLC	6/23/2006			2050881	Caddo	LA
LA100130.001	Brenda Carol Thomas Roberts	Goodrich Petroleum Company LLC	1/15/2008			2140838	Caddo	LA
LA100179.002	Brenda Hines	Chesapeake Operating	5/27/2009			2230273	Caddo	LA
LA100108.001	Brenda Small Lewis	Goodrich Petroleum Company LLC	10/15/2007			2127096	Caddo	LA
LA100115.000	Brett Jay Reynolds, et al	Goodrich Petroleum Company LLC	7/3/2007			2107756	Caddo	LA
LA100089.000	Brian C Paine, et ux	Goodrich Petroleum Company LLC	7/9/2007			2109089	Caddo	LA
LA100035.044	Burney Edward McMurphy	Goodrich Petroleum Company LLC	7/27/2009			2245566	Caddo	LA
LA100049.003	C H Colvin Group LLC	Goodrich Petroleum Company LLC	9/7/2007			2122569	Caddo	LA
LA100240.000	Caddo Parish Commission 20131	Classic Petroleum Inc	8/12/2009			2248285	Caddo	LA
LA100241.000	Caddo Parish Commission 20133	Merit Energy Services	8/12/2009			2248623	Caddo	LA
LA100242.000	Caddo Parish Commission 20134	Classic Petroleum Inc	8/12/2009			2248287	Caddo	LA
LA100174.002	Calvin Houston	Chesapeake Operating	10/24/2008			2197807	Caddo	LA
LA100064.000	Carlin Wade Caldwell, et ux	Goodrich Petroleum Company LLC	6/27/2007			2107373	Caddo	LA
LA100018.017	Carol Lucille Johnson	Goodrich Petroleum Company LLC	7/28/2006			2052209	Caddo	LA
LA100174.003	Carolyn Collins	Chesapeake Operating	10/24/2008			2197799	Caddo	LA
LA100203.044	Carolyn H Coleman	Chesapeake Operating	10/21/2009			2266888	Caddo	LA
LA100103.000	Carolyn J Luster	Goodrich Petroleum Company LLC	10/10/2007			2125922	Caddo	LA
LA100203.014	Carolyn Pierre	Chesapeake Operating	10/21/2009			2259285	Caddo	LA
LA100018.007	Carolyn Sanders	Goodrich Petroleum Company LLC	7/22/2006			2050873	Caddo	LA



LA100203.036	Carrie Mae Neil	Chesapeake Operating	10/21/2009			2263013	Caddo	LA
LA100203.043	Carrie N Cole	Chesapeake Operating	10/21/2009			2266886	Caddo	LA
	Carrie V Evans	Goodrich Petroleum Company LLC	10/27/2006			2064429	Caddo	LA
LA100028.006	Carrie V Evans	Goodrich Petroleum Company LLC	6/4/2007	Amended OGML		2098897	Caddo	LA
LA100130.035	Carrie Wilson Glaster	Chesapeake Operating	7/18/2008			2174472	Caddo	LA
LA100062.007	Carrie Wilson Glaster	Goodrich Petroleum Company LLC	5/23/2008			2162886	Caddo	LA
LA100062.007	Carrie Wilson Glaster	Goodrich Petroleum Company LLC	5/23/2008			2162886	Caddo	LA
LA100203.008	Casaundra Jones	Chesapeake Operating	10/21/2009			2258753	Caddo	LA
LA100336.001	Casper Gerdes, Jr	Union Producing Company	1/8/1954	713	697		Caddo	LA
LA100332.001	Casper Gerdes, Jr. et al	Union Producing Company	1/8/1954	713	693		Caddo	LA
LA100049.025	Catherine McLaughlin Lemoine	Goodrich Petroleum Company LLC	9/7/2007			2122568	Caddo	LA
LA100007.001	Champe Carter Graham	Delta Lands Exploration Inc	4/14/2004			1917257	Caddo	LA
LA100068.000	Charles David Ramsey, et ux	Goodrich Petroleum Company LLC	6/22/2007			2107397	Caddo	LA
LA100198.000	Charles E. Bayne	Chesapeake Operating	1/22/2010			2271599	Caddo	LA
LA100019.003	Charles Henry Hunsicker	Goodrich Petroleum Company LLC	6/9/2006			2044204	Caddo	LA
LA100022.001	Charles Henry Hunsicker	Goodrich Petroleum Company LLC	9/19/2006			2057876	Caddo	LA
LA100032.001	Charles Henry Hunsicker et al	Goodrich Petroleum Company LLC	4/4/2007			2092324	Caddo	LA
LA100049.031	Christine Doucet	Goodrich Petroleum Company LLC	9/7/2007			2125731	Caddo	LA
LA100215.007	Cindy Pace Long	Chesapeake Operating	3/18/2010			2280886	Caddo	LA
LA100018.024	Clara S Hines	Goodrich Petroleum Company LLC	10/4/2006			2062756	Caddo	LA
LA100119.000	Clara V Williams	Goodrich Petroleum Company LLC	6/27/2007			2107399	Caddo	LA
LA100030.000	Clarence Brown	Goodrich Petroleum Company LLC	12/14/2006			2077096	Caddo	LA
LA100178.001	Claude Lamar Smith	Chesapeake Operating	5/21/2009			2230276	Caddo	LA
LA100060.000	Claudell Mack,et ux	Goodrich Petroleum Company LLC	7/19/2007			2110775	Caddo	LA
LA100049.035	Colvin Resources Llc	Goodrich Petroleum Company LLC	9/7/2007			2129283	Caddo	LA
LA100035.013	Cornelia A Andress Broughton	Goodrich Petroleum Company LLC	4/26/2007			2094674	Caddo	LA
	Cornell Perkins et ux	Goodrich Petroleum Company LLC	4/30/2007			2093150	Caddo	LA
LA100033.001	Cornell Perkins et ux	Goodrich Petroleum Company LLC	12/27/2007	Amended OGML		2134980	Caddo	LA
LA100203.035	Corrie N Geter	Chesapeake Operating	10/21/2009			2263012	Caddo	LA
LA100179.003	Curtis Cormier	Chesapeake Operating	5/21/2009			2230275	Caddo	LA
LA100018.029	Cynthia D Smith	Goodrich Petroleum Company LLC	10/26/2006			2086209	Caddo	LA
LA100203.031	Cynthia Johnson	Chesapeake Operating	10/21/2009			2262623	Caddo	LA

LA100143.001	Dana Tucker Jefferson, et al	Goodrich Petroleum Company LLC	3/22/2007			2095274	Caddo	LA
LA100099.000	Daniel Clyde Rodriguez, et ux	Goodrich Petroleum Company LLC	7/3/2007			2108534	Caddo	LA
LA100079.001	Darryl W Smith, et ux	Goodrich Petroleum Company LLC	7/20/2007			2111408	Caddo	LA
LA100080.000	David Alan Whitfield, et ux	Goodrich Petroleum Company LLC	7/18/2007			2113820	Caddo	LA
LA100019.002	David Buckelew Hunsicker Sr	Goodrich Petroleum Company LLC	6/9/2006			2044203	Caddo	LA
LA100032.003	David Buckelew Hunsicker Sr	Goodrich Petroleum Company LLC	4/11/2007			2091914	Caddo	LA
LA100049.021	David E Lee	Goodrich Petroleum Company LLC	9/7/2007			2120977	Caddo	LA
LA100073.000	David Lee Miller, et ux	Goodrich Petroleum Company LLC	6/22/2007			2104789	Caddo	LA
LA100105.000	David Scott Lanius, et ux	Goodrich Petroleum Company LLC	7/14/2007			2110780	Caddo	LA
LA100203.024	David Waddy	Chesapeake Operating	10/21/2009			2260615	Caddo	LA
LA100116.003	Dawn Brewer Venable	Goodrich Petroleum Company LLC	2/15/2007			2081642	Caddo	LA
LA100059.000	Deborah Ann Mack	Goodrich Petroleum Company LLC	8/21/2007			2116959	Caddo	LA
LA100116.001	Deborah Brewer Kolb	Goodrich Petroleum Company LLC	7/13/2007			2111407	Caddo	LA
LA100019.004	Deborah J Huns Silverberg	Goodrich Petroleum Company LLC	6/9/2006			2044201	Caddo	LA
LA100032.002	Deborah June Hunsicker Silverberg	Goodrich Petroleum Company LLC	4/11/2007			2093007	Caddo	LA
LA100018.026	Debra Smith Howard	Goodrich Petroleum Company LLC	10/26/2006			2077320	Caddo	LA
LA100087.000	Dewayne Thompson, et ux	Goodrich Petroleum Company LLC	8/20/2007			2117083	Caddo	LA
LA100049.015	Diane Roshton Joplin	Goodrich Petroleum Company LLC	9/7/2007			2124456	Caddo	LA
LA100018.034	Donald Catalon	Goodrich Petroleum Company LLC	8/15/2006			2077317	Caddo	LA
LA100083.000	Donald E Woolsey, et ux	Goodrich Petroleum Company LLC	7/11/2007			2113823	Caddo	LA
LA100111.000	Donald Leon Taylor	Goodrich Petroleum Company LLC	6/21/2007			2104791	Caddo	LA
LA100018.031	Donald Ray Smith	Goodrich Petroleum Company LLC	10/26/2006			2086211	Caddo	LA
LA100116.002	Donna S Brewer	Goodrich Petroleum Company LLC	2/13/2007			2081641	Caddo	LA
LA100203.019	Doris Franklin	Chesapeake Operating	10/21/2009			2258064	Caddo	LA
LA100175.003	Doris Tompkins D Williamson	Chesapeake Operating	4/2/2009			2222633	Caddo	LA
LA100018.033	Dorothy Bell	Goodrich Petroleum Company LLC	10/26/2006			2077318	Caddo	LA
	Dorothy Doxey Branch, et al	Goodrich Oil Company, LLC	4/21/2006			2030554	Caddo	LA
LA100017.000	Dorothy Doxey Branch, et al	Goodrich Oil Company, LLC	4/11/2006			2076171	Caddo	LA
LA100130.036	Dorthel Hunter Thomas	Chesapeake Operating	7/24/2008			2176877	Caddo	LA
LA100233.001	Dr. Joseph F. Fisher, et ux	Southern Production Company Inc	9/5/1952	683	105	36801	Caddo	LA
LA100117.000	Dunedain Resources Llc	Goodrich Petroleum Company LLC	10/2/2007			2123011	Caddo	LA
LA100018.012	Earlean Battee	Goodrich Petroleum Company LLC	6/28/2006			2050879	Caddo	LA
LA100018.003	Eartha L Gibbs	Goodrich Petroleum Company LLC	6/22/2006			2050878	Caddo	LA

LA100102.000	Eddie Bradford Burchell	Goodrich Petroleum Company LLC	7/3/2007			2108532	Caddo	LA
LA100042.000	Edgar A Henley Jr, et ux	Goodrich Petroleum Company LLC	10/7/2007			2102401	Caddo	LA
LA100309.001	Edgar S Talbert	Bryan M Lloyd	1/7/1954	714	553		Caddo	LA
LA100149.001	Edgar S Talbert	Southern Production Company Inc	9/5/1952	675	382	36572	Caddo	LA
LA100018.002	Edith Delaney	Goodrich Petroleum Company LLC	7/14/2006			2050880	Caddo	LA
LA100018.030	Edward Charles Smith	Goodrich Petroleum Company LLC	10/26/2006			2086210	Caddo	LA
LA100177.004	Edward Houston Jr	Chesapeake Operating	10/24/2008			2197808	Caddo	LA
LA100018.010	Edward R Mack	Goodrich Petroleum Company LLC	7/20/2006			2050868	Caddo	LA
LA100035.022	Elizabeth Dale McBride Jones	Goodrich Petroleum Company LLC	8/4/2006			2052203	Caddo	LA
LA100035.041	Elizabeth Dale McBride Jones	Goodrich Petroleum Company LLC	6/18/2007			2106671	Caddo	LA
LA100177.014	Elizabeth Faye Bryant	Chesapeake Operating	5/19/2010			2293074	Caddo	LA
LA100107.001	Elizabeth Katherine Thomas	Goodrich Petroleum Company LLC	8/23/2007			2122822	Caddo	LA
LA100146.002	Elizabeth M Jelks, et al	Southern Production Company Inc	10/18/1952	685	227		Caddo	LA
LA100181.000	Elizabeth Townsley Tyson	Chesapeake Operating	5/19/2009			2230039	Caddo	LA
LA100046.001	Ella E Williams Stough, et al	Goodrich Petroleum Company LLC	6/18/2007			2104048	Caddo	LA
LA100049.022	Elmo Pearce Lee III	Goodrich Petroleum Company LLC	9/7/2007			2123300	Caddo	LA
LA100161.000	Elmo Thomas	Bryan M Lloyd	1/7/1954	713	725	63786	Caddo	LA
LA100130.018	Eloyce R Marshall Dowl	Goodrich Petroleum Company LLC	12/14/2007			2139248	Caddo	LA
LA100028.002	Elsie V Woods	Goodrich Petroleum Company LLC	6/23/2006			2065901	Caddo	LA
LA100045.000	Emily Lee Jones	Goodrich Petroleum Company LLC	9/23/2007			2103385	Caddo	LA
LA100146.001	Emmett Jelks	Jones -O'Brien Inc	2/5/1957	806	665	150583	Caddo	LA
LA100049.023	Est Of Charles Galloway Lee Jr	Goodrich Petroleum Company LLC	9/7/2007			2122961	Caddo	LA
LA100305.001	Ethel Talbert Brooks	Bryan M Lloyd	1/12/1954	713	335		Caddo	LA
LA100130.034	Ethel Wilson Cooper	Chesapeake Operating	7/18/2008			2174469	Caddo	LA
LA100062.004	Ethel Wilson Cooper	Goodrich Petroleum Company LLC	5/23/2008			2160180	Caddo	LA
LA100035.037	Eugene Reding	Goodrich Petroleum Company LLC	6/18/2007			2107621	Caddo	LA
LA100035.020	Eugenia McBride Bridges	Goodrich Petroleum Company LLC	4/12/2006	3847	765	2030550	Caddo	LA
LA100035.039	Eugenia McBride Bridges	Goodrich Petroleum Company LLC	6/18/2007			2103977	Caddo	LA
LA100212.001	Eunice Knabb Cate	Chesapeake Operating	6/23/2010			2301022	Caddo	LA
LA100130.024	Eura Dell Lee Sims	Goodrich Petroleum Company LLC	3/17/2008			2148000	Caddo	LA
	Eura Lee Varner	Goodrich Petroleum Company LLC	11/8/2006			2065900	Caddo	LA
LA100028.001	Eura Lee Varner	Goodrich Petroleum Company LLC	5/30/2007	Amended OGML		2097951	Caddo	LA
LA100331.001	Evergreen Baptist Church	Margaret Hasslocher	8/29/1954	725	617		Caddo	LA

LA100140.000	Evon Lafitte Burk, et al	Goodrich Petroleum Company LLC	3/25/2008			2148003	Caddo	LA
LA100179.012	Exa B Bloomer	Chesapeake Operating	6/11/2009			2237814	Caddo	LA
LA100047.000	Feist Properties Llc	Goodrich Petroleum Company LLC	10/21/2007			2105914	Caddo	LA
LA100130.027	Felisa Conner	Goodrich Petroleum Company LLC	12/14/2007			2150058	Caddo	LA
LA100027.000	FHF, LLC	Goodrich Oil Company	11/11/2005			2008369	Caddo	LA
LA100027.001	FHF, LLC	Goodrich Oil Company	6/1/2008			2219678	Caddo	LA
LA100035.032	Forrest Vaughan	Goodrich Petroleum Company LLC	5/23/2007			2106668	Caddo	LA
LA100238.000	Forrest Wayne Hurt	Goodrich Petroleum Company LLC	2/9/2007			2081638	Caddo	LA
LA100049.006	Fortune Family Investments Ltd	Goodrich Petroleum Company LLC	9/7/2007			2122573	Caddo	LA
	Foster Varner	Goodrich Petroleum Company LLC	11/28/2006			2068657	Caddo	LA
LA100028.004	Foster Varner	Goodrich Petroleum Company LLC	5/9/2007	Amended OGML		2094975	Caddo	LA
LA100132.000	Frances Ann Salone Mills	Goodrich Petroleum Company LLC	2/2/2008			2139912	Caddo	LA
LA100179.009	Frances L Bracy-Stringfellow	Chesapeake Operating	5/21/2009			2232079	Caddo	LA
LA100096.000	Frank Voorhess Landon Et Ux	Goodrich Petroleum Company LLC	7/6/2007			2108537	Caddo	LA
LA100142.000	Fred Ray Hayes	Goodrich Petroleum Company LLC	3/25/2008			2147996	Caddo	LA
LA100066.000	Gary Loyd Whitis, et ux	Goodrich Petroleum Company LLC	6/27/2007			2107393	Caddo	LA
LA100135.000	Gayle B Mcfarland, et vir	Goodrich Petroleum Company LLC	2/6/2007			2081637	Caddo	LA
LA100001.003	Geneva Hearn Boyett	Delta Lands Exploration Inc	2/19/2004			1912897	Caddo	LA
LA100018.036	George H Mills Jr Et Ux	Goodrich Petroleum Company LLC	7/23/2007			2110828	Caddo	LA
LA100072.000	George Michael Kelley, et ux	Goodrich Petroleum Company LLC	6/29/2007			2107381	Caddo	LA
LA100062.001	George Wilson III	Goodrich Petroleum Company LLC	10/3/2007			2124986	Caddo	LA
LA100062.009	George Wilson III	Goodrich Petroleum Company LLC	7/7/2008			2167242	Caddo	LA
LA100001.002	Georgia Adams Cook et al	Delta Lands Exploration Inc	2/25/2004			1912896	Caddo	LA
LA100236.001	Glenn O. Smith	Southern Production Company Inc	8/25/1952	194	334	229403	Caddo	LA
LA100203.013	Gloria Dean Small Morgan	Chesapeake Louisiana, LP	10/21/2009			2260778	Caddo	LA
LA100130.008	Gloria Thomas	Goodrich Petroleum Company LLC	12/20/2007			2134810	Caddo	LA
LA100049.001	Greer Royalty Corporation	Goodrich Petroleum Company LLC	6/27/2007			2106734	Caddo	LA
LA100180.000	Gregory C Howell, et ux	Chesapeake Operating	5/15/2009			2229084	Caddo	LA
LA100130.016	Gregory M Hunter	Goodrich Petroleum Company LLC	12/14/2007			2140656	Caddo	LA
LA100130.003	Gregory Thomas	Goodrich Petroleum Company LLC	1/5/2008			2137892	Caddo	LA
LA100062.003	Gregory Wayne Wilson	Goodrich Petroleum Company LLC	5/23/2008			2160178	Caddo	LA
LA100049.032	Gus W Colvin Jr	Goodrich Petroleum Company LLC	9/7/2007			2126686	Caddo	LA

LA100209.002	GWC LA, LLC	Chesapeake Operating	10/26/2009			2264674	Caddo	LA
LA100114.000	Hans Joachim Dyck Et Ux	Goodrich Petroleum Company LLC	2/21/2007			2109096	Caddo	LA
LA100182.000	Harold B Green, et ux	Chesapeake Operating	6/10/2009			2236306	Caddo	LA
LA100101.000	Harold Russell Fox	Goodrich Petroleum Company LLC	7/3/2007			2108531	Caddo	LA
LA100035.028	Hazel Andress Owens Rieckert	Goodrich Petroleum Company LLC	5/23/2007			2104787	Caddo	LA
LA100203.006	Hazel Lee Small Brown	Chesapeake Operating	10/21/2009			2260621	Caddo	LA
LA100151.000	Helen Fay Johnson Gehron, et al	Bryan M Lloyd	1/5/1954	199	359	233851	Caddo	LA
LA100049.009	Herold Winks Vallhonrat Llc	Goodrich Petroleum Company LLC	9/7/2007			2124019	Caddo	LA
LA100127.001	Hersey Pettaway Jr Et Al	Goodrich Petroleum Company LLC	11/9/2007			2130911	Caddo	LA
LA100203.026	Hiawatha Small	Chesapeake Operating	10/21/2009			2260626	Caddo	LA
LA100036.001	Hollis R Bray Et Ux	Goodrich Petroleum Company LLC	9/30/2007			2097201	Caddo	LA
LA100095.000	Howard Shane Brooks, et ux	Goodrich Petroleum Company LLC	7/3/2007			2108539	Caddo	LA
LA100130.004	Howard Smith Jr	Goodrich Petroleum Company LLC	12/14/2007			2137453	Caddo	LA
LA100333.001	Hunt Oil Company	Vernon E. Faulconer, Inc	6/1/1992			527470	Caddo	LA
LA100216.001	Hunt Oil Company Of Louisiana	Chesapeake Operating	3/4/2010			2285445	Caddo	LA
LA100035.015	Hyneman Miller Andress	Goodrich Petroleum Company LLC	4/19/2007			2091916	Caddo	LA
LA100130.005	Ida Mae Washington	Goodrich Petroleum Company LLC	1/10/2008			2137452	Caddo	LA
LA100339.003	Ida Spivey Johnson	Bryan M Lloyd	11/29/1954	735	653		Caddo	LA
LA100213.001	ILIOS Exploration LLC	Chesapeake Operating	3/5/2010			2286015	Caddo	LA
LA100330.001	Independent Benevolent Lodge	Margaret Hasslocher	6/7/1954	734	187		Caddo	LA
LA100130.023	Iona Mae Lee Bell	Goodrich Petroleum Company LLC	3/17/2008			2147999	Caddo	LA
LA100130.009	J B Thomas Jr	Goodrich Petroleum Company LLC	12/20/2007			2134812	Caddo	LA
LA100337.001	J E Sandefur	George P Moran	11/11/1954	735	603		Caddo	LA
LA100035.001	J Howard Bass	Goodrich Petroleum Company LLC	10/2/2006			2063499	Caddo	LA
LA100324.004	J T Lambeth	R A Whittington	1/20/1954	713	745		Caddo	LA
LA100335.004	J T Lambeth	R A Whittington					Caddo	LA
LA100202.001	Jack Earl West, et ux	Chesapeake Operating	10/21/2009			2264667	Caddo	LA
LA100239.001	Jack Earl West, et ux	Chesapeake Operating	10/21/2009	795	1051	2264666	Caddo	LA
LA100179.016	James A Pritchett	Chesapeake Operating	11/16/2009			2262626	Caddo	LA
LA100243.000	James Adams Fullilove	Delta Lands Exploration Inc	3/9/2004			1912899	Caddo	LA
LA100215.009	James Allen Pace Jr	Chesapeake Operating	3/16/2010			2280890	Caddo	LA
LA100203.046	James Britton	Chesapeake Operating	10/21/2009			2269001	Caddo	LA
LA100200.000	James C. Willett	Chesapeake Operating	12/21/2009			2267553	Caddo	LA

LA100130.031	James Calvin Wilson	Chesapeake Operating	7/18/2008			2174476	Caddo	LA
LA100062.002	James Calvin Wilson	Goodrich Petroleum Company LLC	2/28/2008			2144109	Caddo	LA
LA100062.008	James Calvin Wilson	Goodrich Petroleum Company LLC	6/16/2008			2162615	Caddo	LA
LA100067.000	James Campbell Fant Jr, et ux	Goodrich Petroleum Company LLC	6/25/2007			2107402	Caddo	LA
LA100141.001	James Carlton Lafitte Jr	Goodrich Petroleum Company LLC	3/25/2008			2148002	Caddo	LA
LA100001.001	James Claiborne Cook Jr et ux	Delta Lands Exploration Inc	2/19/2004			1912900	Caddo	LA
LA100206.001	James Earl Bennett	Chesapeake Operating	11/10/2009			2259475	Caddo	LA
LA100207.001	James Earl Bennett	Chesapeake Operating	11/10/2009	4290	391	2259476 MEMO	Caddo	LA
LA100138.000	James Giddens, et ux	Goodrich Petroleum Company LLC	3/18/2008			2147084	Caddo	LA
LA100136.000	James L. Williams Etux Ofelia	Goodrich Petroleum Company LLC	3/11/2008			2145155	Caddo	LA
LA100049.004	James Ludwig Colvin	Goodrich Petroleum Company LLC	9/7/2007			2120975	Caddo	LA
LA100217.001	James M Garcia, et al	Chesapeake Operating	3/4/2010			2280276	Caddo	LA
LA100215.006	James Mallory Pace	Chesapeake Operating	3/18/2010			2280889	Caddo	LA
LA100203.041	James Neal	Chesapeake Operating	10/21/2009			2264662	Caddo	LA
LA100177.016	James Presentine	Chesapeake Operating	5/19/2010			2293075	Caddo	LA
	James Varner	Goodrich Petroleum Company LLC	10/27/2006			2064430	Caddo	LA
LA100028.007	James Varner	Goodrich Petroleum Company LLC	6/6/2007	Amended OGML		2099221	Caddo	LA
LA100214.001	James William Sanders LLC	Chesapeake Operating	3/18/2010			2281905	Caddo	LA
LA100137.001	James Williams Jr	Goodrich Petroleum Company LLC	3/11/2008			2145155	Caddo	LA
LA100112.000	Jan Tucker Werner	Goodrich Petroleum Company LLC	6/18/2007			2109095	Caddo	LA
LA100018.037	Janae Williams, et al	Chesapeake Operating	5/27/2010			2292421	Caddo	LA
LA100209.001	Jane Colvin Hubbard	Chesapeake Operating	10/26/2009			2262631	Caddo	LA
LA100049.011	Jane Colvin Hubbard	Goodrich Petroleum Company LLC	9/7/2007			2123095	Caddo	LA
LA100065.000	Jasper Wilkins Johnson Jr, et ux	Goodrich Petroleum Company LLC	6/29/2007			2107391	Caddo	LA
LA100018.019	Jean Ellis	Goodrich Petroleum Company LLC	7/28/2006			2052208	Caddo	LA
LA100018.027	Jeanette Smith Wilson	Goodrich Petroleum Company LLC	10/26/2006			2077319	Caddo	LA
LA100018.025	Jeff Smith Jr	Goodrich Petroleum Company LLC	10/26/2006			2077321	Caddo	LA
LA100084.002	Jeffery E Turner	Goodrich Petroleum Company LLC	7/17/2007			2116857	Caddo	LA
LA100097.000	Jeffrey Andrew Gandy, et ux	Goodrich Petroleum Company LLC	7/6/2007			2108536	Caddo	LA
LA100075.000	Jeffrey Lane Hall	Goodrich Petroleum Company LLC	7/13/2007			2110776	Caddo	LA
LA100194.000	Jeremy Mathews	Chesapeake Operating	1/11/2010			2269179	Caddo	LA
LA100203.040	Jerry Houston	Chesapeake Operating	10/21/2009			2262624	Caddo	LA



LA100145.001	Jerry L Canady	Goodrich Petroleum Company LLC	3/20/2007			2095270	Caddo	LA
LA100018.032	Jerry W Smith	Goodrich Petroleum Company LLC	10/26/2006			2086212	Caddo	LA
LA100130.038	Jerry Wayne Mack	Chesapeake Operating	5/28/2009			2231434	Caddo	LA
LA100177.013	Jerry Wayne Mack	Chesapeake Operating	5/28/2009			2231433	Caddo	LA
LA100018.015	Jim Johnson Jr	Goodrich Petroleum Company LLC	7/28/2006			2052206	Caddo	LA
LA100018.023	Jimmie L Harris	Goodrich Petroleum Company LLC	8/4/2006			2061519	Caddo	LA
LA100306.001	Jimmie Lee Talbert Cook	Bryan M Lloyd	12/31/1953	713	187		Caddo	LA
LA100049.013	Jinks Family Llc	Goodrich Petroleum Company LLC	9/7/2007			2122570	Caddo	LA
LA100035.014	Joan Chaffe Andress Williamson	Goodrich Petroleum Company LLC	4/19/2007			2091917	Caddo	LA
LA100018.001	John A Sims	Goodrich Petroleum Company LLC	6/20/2006			2044198	Caddo	LA
LA100019.006	John Edward Hunsicker III	Goodrich Petroleum Company LLC	6/9/2006			2044202	Caddo	LA
LA100032.004	John Edward Hunsicker III	Goodrich Petroleum Company LLC	4/4/2007			2092325	Caddo	LA
LA100049.002	John Gardner Nelson	Goodrich Petroleum Company LLC	7/9/2007			2109100	Caddo	LA
LA100035.043	John H Mcmurphy III	Goodrich Petroleum Company LLC	5/10/2007			2133971	Caddo	LA
LA100035.029	John M Owens	Goodrich Petroleum Company LLC	5/23/2007			2108703	Caddo	LA
LA100110.000	John Michael Renfroe, et ux	Goodrich Petroleum Company LLC	6/21/2007			2104790	Caddo	LA
LA100129.000	John Murray Morvan	Goodrich Petroleum Company LLC	12/6/2007			2132070	Caddo	LA
LA100215.004	John Oliver Sanders	Chesapeake Operating	3/18/2010			2280893	Caddo	LA
LA100127.002	John Pettaway, et al	Goodrich Petroleum Company LLC	11/7/2007			2130912	Caddo	LA
LA100049.010	John Preston Hoffman	Goodrich Petroleum Company LLC	9/7/2007			2121916	Caddo	LA
LA100130.015	John R Hunter	Goodrich Petroleum Company LLC	12/13/2007			2140657	Caddo	LA
LA100203.038	John Robert Neil Jr Et Al	Chesapeake Louisiana, LP	10/21/2009			2264663	Caddo	LA
LA100179.010	Johnny Ray Bracy	Chesapeake Operating	5/21/2009			2232080	Caddo	LA
LA100041.000	Johnny Ray Henley, et ux	Goodrich Petroleum Company LLC	10/7/2007			2102405	Caddo	LA
LA100179.015	Johnny Ray Hines	Chesapeake Operating	7/30/2009			2244198	Caddo	LA
LA100203.049	Joneca Gilmer	Chesapeake Operating	10/21/2009			2260776	Caddo	LA
LA100035.045	Joseph Gabriel Rieckert	Chesapeake Operating	4/20/2010			2293246	Caddo	LA
LA100203.030	Joseph Small	Chesapeake Operating	10/21/2009			2260775	Caddo	LA
LA100227.002	Joyce Mckenzie	Chesapeake Louisiana, LP	1/15/2009			2207146	Caddo	LA
LA100018.018	Joycelyn Carmon	Goodrich Petroleum Company LLC	7/28/2006			2052210	Caddo	LA
LA100229.000	Judith Johnson Keiss	Chesapeake Louisiana, LP	1/1/2010			2277494	Caddo	LA
LA100031.002	Justin C Owen	Goodrich Petroleum Company LLC	4/26/2007			2093008	Caddo	LA
LA100049.014	Katherine Lee Johnson	Goodrich Petroleum Company LLC	9/7/2007			2122572	Caddo	LA

LA100049.012	Katherine Roshton Hudgins	Goodrich Petroleum Company LLC	9/7/2007			2124452	Caddo	LA
LA100173.000	Kathleen Turner Thomas	Chesapeake Operating	1/30/2009			2211518	Caddo	LA
LA100107.003	Kathleen Turner Thomas	Goodrich Petroleum Company LLC	8/3/2007			2116581	Caddo	LA
LA100148.001	Keatchie Investment Corp	Southern Production Company Inc	8/25/1952	675	332		Caddo	LA
LA100174.005	Keith Mack	Chesapeake Operating	1/19/2009			2213493	Caddo	LA
LA100123.000	Kenneth Edward Simpson Et Ux	Goodrich Petroleum Company LLC	6/26/2007			2107386	Caddo	LA
LA100203.021	Kenneth Lee Fuller	Chesapeake Operating	10/21/2009			2261721	Caddo	LA
LA100018.014	Kent Johnson	Goodrich Petroleum Company LLC	7/28/2006			2052205	Caddo	LA
LA100128.000	Kimberly Kellum Langlois	Goodrich Petroleum Company LLC	10/17/2007			2130543	Caddo	LA
LA100024.000	L J Willis et al	Goodrich Petroleum Company LLC	6/19/2006			2048685	Caddo	LA
LA100130.028	L. C. Coleman	Goodrich Petroleum Company LLC	2/5/2008			2150061	Caddo	LA
LA100028.003	Larry Varner	Goodrich Petroleum Company LLC	7/1/2006			2067147	Caddo	LA
LA100174.015	Latine Mack	Chesapeake Operating	6/2/2010			2293073	Caddo	LA
LA100130.033	Latoya Fields	Chesapeake Operating	7/18/2008			2174461	Caddo	LA
LA100130.032	Latrinda Fields Jones	Chesapeake Operating	7/18/2008			2174475	Caddo	LA
LA100062.005	Latrinda Fields Jones, et al	Goodrich Petroleum Company LLC	5/23/2008			2159041	Caddo	LA
LA100035.010	Laura Riley Dowell	Goodrich Petroleum Company LLC	4/27/2007			2096016	Caddo	LA
LA100143.002	Laurie Tucker Landrieu	Goodrich Petroleum Company LLC	3/9/2007			2095271	Caddo	LA
LA100339.002	Leonard B Johnson	N C McGowen, Jr	11/27/1954	735	657		Caddo	LA
LA100307.001	Leonard B Johnson Sr, et al	Bryan M Lloyd	1/3/1954	713	467		Caddo	LA
LA100058.000	Liberty C M E Church	Goodrich Petroleum Company LLC	9/11/2007			2120849	Caddo	LA
LA100179.001	Linda Hines Saboor	Chesapeake Operating	5/27/2009			2230274	Caddo	LA
LA100203.034	Linda K Neil	Chesapeake Louisiana, LP	10/21/2009			2264675	Caddo	LA
LA100130.011	Linda Sue Thomas	Goodrich Petroleum Company LLC	12/20/2007			2134813	Caddo	LA
LA100203.010	Lisa Johnson	Chesapeake Operating	10/21/2009			2259288	Caddo	LA
LA100018.005	Lois Taylor	Goodrich Petroleum Company LLC	6/30/2006			2050876	Caddo	LA
LA100109.000	Lonnie B Corner Et Ux	Goodrich Petroleum Company LLC	10/18/2007			2125616	Caddo	LA
LA100104.000	Lonnie B Corner, et ux	Goodrich Petroleum Company LLC	10/9/2007			2124206	Caddo	LA
LA100070.001	Lonnie Lee Lindsey, et al	Goodrich Petroleum Company LLC	6/22/2007			2107389	Caddo	LA
LA100159.001	Lorena Harris	Jack W Grigsby	1/28/1954	720	165	66287	Caddo	LA
LA100018.016	Lorraine Harris	Goodrich Petroleum Company LLC	7/28/2006			2052207	Caddo	LA
LA100040.000	Louis Leon Henley, et ux	Goodrich Petroleum Company LLC	10/7/2007			2102406	Caddo	LA
LA100130.040	Louis Leslie Myles	Chesapeake Operating	12/4/2009		MEMO	2264333	Caddo	LA



LA100177.017	Louis Myles	Chesapeake Operating	4/14/2010			2292350	Caddo	LA
LA100035.034	Lucy Mcmurphy Burdine	Goodrich Petroleum Company LLC	5/10/2007			2108544	Caddo	LA
LA100130.025	Lula Alfred	Goodrich Petroleum Company LLC	2/11/2008			2148369	Caddo	LA
LA100130.002	Lula V. Johnson	Goodrich Petroleum Company LLC	1/15/2008			2138478	Caddo	LA
LA100049.026	M C Davis Llc	Goodrich Petroleum Company LLC	9/7/2007			2123299	Caddo	LA
LA100088.000	Mac Arthur Watts	Goodrich Petroleum Company LLC	8/24/2007			2116958	Caddo	LA
LA100199.000	Margaret D Dixon	Chesapeake Operating	1/27/2010			2272085	Caddo	LA
LA100338.001	Margaret Fairchild Ross, et vir	George P Moran	11/23/1954	745	155		Caddo	LA
LA100311.001	Margaret Sebelien, et al	T K Harlan, et al	1/12/1955	745	541		Caddo	LA
LA100049.036	Marguerite C McGill Estate	Goodrich Petroleum Company LLC	9/7/2007			2129809	Caddo	LA
LA100106.000	Marguerite Gatti H Lanus	Goodrich Petroleum Company LLC	7/14/2007			2110779	Caddo	LA
LA100035.002	Marian Bass Farris	Goodrich Petroleum Company LLC	9/30/2006			2063498	Caddo	LA
LA100049.007	Maribeth Lee Gamble	Goodrich Petroleum Company LLC	9/7/2007			2123301	Caddo	LA
LA100009.000	Marie F Hunsicker, et al	Delta Lands Exploration Inc	3/3/2004			1912901	Caddo	LA
LA100018.035	Marilyn Barnett Light	Goodrich Petroleum Company LLC	7/12/2007			2109634	Caddo	LA
LA100035.012	Marion Florey Finklea	Goodrich Petroleum Company LLC	4/23/2007			2094676	Caddo	LA
LA100035.009	Marion Leslie Cook	Goodrich Petroleum Company LLC	4/27/2007			2096019	Caddo	LA
LA100074.001	Marion Thomas Heath. et ux	Goodrich Petroleum Company LLC	7/13/2007			2110778	Caddo	LA
LA100203.037	Mary Ann Neal	Chesapeake Operating	10/21/2009			2263010	Caddo	LA
LA100049.033	Mary Cousins Rains	Goodrich Petroleum Company LLC	9/7/2007			2128122	Caddo	LA
LA100025.002	Mary D Gerard Estate	Goodrich Petroleum Company LLC	10/13/2006			2066474	Caddo	LA
LA100026.002	Mary D Gerard Estate	Goodrich Petroleum Company LLC	10/13/2006			2066470	Caddo	LA
LA100035.036	Mary E Reding	Goodrich Petroleum Company LLC	6/18/2007			2107623	Caddo	LA
LA100120.000	Mary Evergreen Church	Goodrich Petroleum Company LLC	8/22/2007			2116480	Caddo	LA
LA100203.016	Mary Gail Britton	Chesapeake Operating	10/21/2009			2260617	Caddo	LA
LA100035.008	Mary K Earley	Goodrich Petroleum Company LLC	4/26/2007			2094670	Caddo	LA
LA100130.006	Mary L Thomas	Goodrich Petroleum Company LLC	1/5/2008			2137454	Caddo	LA
LA100179.011	Mary Louise Brown	Chesapeake Operating	5/20/2009			2231587	Caddo	LA
LA100049.005	Mary McLaughlin Domingue	Goodrich Petroleum Company LLC	9/7/2007			2124454	Caddo	LA
LA100018.013	Mary Pierce	Goodrich Petroleum Company LLC	7/24/2006			2050865	Caddo	LA
LA100130.014	Mary Pierce	Goodrich Petroleum Company LLC	12/6/2007			2135949	Caddo	LA
LA100049.027	Mary Roshton Maxwell	Goodrich Petroleum Company LLC	9/7/2007			2124455	Caddo	LA
LA100130.012	Maurice Thomas	Goodrich Petroleum Company LLC	12/20/2007			2134814	Caddo	LA

LA100044.000	Mcgregor Koonce Inc	Goodrich Petroleum Company LLC	9/30/2007			2103505	Caddo	LA
LA100035.021	Medora Ann McBride Chilcutt	Goodrich Petroleum Company LLC	8/4/2006			2052202	Caddo	LA
LA100035.040	Medora Ann McBride Chilcutt	Goodrich Petroleum Company LLC	6/18/2007			2106673	Caddo	LA
LA100179.005	Melvin Glenn Cormier	Chesapeake Operating	5/21/2009			2232082	Caddo	LA
LA100035.026	Merry O Line	Goodrich Petroleum Company LLC	5/23/2007			2102399	Caddo	LA
LA100203.023	Michael Allen Britton	Chesapeake Operating	10/21/2009			2260613	Caddo	LA
LA100092.000	Michael Angelo Lasuzzo, et ux	Goodrich Petroleum Company LLC	7/9/2007			2109092	Caddo	LA
LA100174.011	Michael Breedlove	Chesapeake Operating	5/20/2009			2228649	Caddo	LA
LA100061.002	Michael Keith Pruitt	Goodrich Petroleum Company LLC	1/10/2008			2137893	Caddo	LA
LA100122.000	Michael Normand,et al	Goodrich Petroleum Company LLC	6/22/2007			2104792	Caddo	LA
LA100049.017	Michael Thomas Jordan	Goodrich Petroleum Company LLC	9/7/2007			2122567	Caddo	LA
LA100203.004	Michael Vonbritton &s Wingfie	Chesapeake Operating	10/21/2009			2259286	Caddo	LA
LA100130.026	Mildred Coleman Thomas	Goodrich Petroleum Company LLC	2/11/2008			2146415	Caddo	LA
LA100035.042	Mildred Katrina Reding Stevens	Goodrich Petroleum Company LLC	6/18/2007			2107620	Caddo	LA
LA100028.008	Monica Varner Jones	Goodrich Petroleum Company LLC	2/6/2007			2094974	Caddo	LA
LA100035.011	Monnie Louise Reid	Goodrich Petroleum Company LLC	4/27/2007			2096021	Caddo	LA
LA100335.002	Mrs Jessie V Bolen, et al	Ace Oil Company	1/18/1954	716	303		Caddo	LA
LA100313.001	Mrs. Cora B Mathews	Ovation Energy II LP	2/7/1955	746	151		Caddo	LA
LA100324.003	Mrs. Dorothy Lambeth Nurdin, et al	Ace Oil Company					Caddo	LA
LA100335.003	Mrs. Dorothy Lambeth Nurdin, et al	Ace Oil Company	1/18/1954	716	307		Caddo	LA
LA100304.001	Mrs. Henrietta Brummett O'Neal, et al	Ed C Oden	4/14/1954	722	45		Caddo	LA
LA100324.002	Mrs. Jessie V Bolen, et al	Ace Oil Company	1/18/1954	716	303		Caddo	LA
LA100018.004	Murray Sims	Goodrich Petroleum Company LLC	6/22/2006			2050877	Caddo	LA
LA100056.000	Muslow Land & Timber & Freyer	Goodrich Petroleum Company LLC	8/7/2007			2113836	Caddo	LA
LA100031.003	Nancy Ann Adams Williams	Goodrich Petroleum Company LLC	4/26/2007			2096014	Caddo	LA
LA100035.017	Nathaniel Wesley Sentell Trust, et al	Goodrich Petroleum Company LLC	4/6/2006			2030548	Caddo	LA
LA100303.001	Nelwyn Talbert Hodgins	Bryan M Lloyd	1/5/1954	713	331		Caddo	LA
LA100050.003	New Macedonia Bapt Church	Chesapeake Operating	4/24/2009			2228618	Caddo	LA
LA100177.001	New Macedonia Baptist Church	Chesapeake Operating	4/24/2009	4233	123	2231598	Caddo	LA
LA100130.037	Newman B Peyton Jr	Chesapeake Operating	9/9/2008			2208684	Caddo	LA
LA100215.008	Noel Jean Sanders Matthews	Chesapeake Operating	3/18/2010			2280892	Caddo	LA
LA100035.023	Ochsner Clinic Foundation	Goodrich Petroleum Company LLC	6/8/2007			2103504	Caddo	LA
LA100091.000	Odis Wayne Caldwell, et ux	Goodrich Petroleum Company LLC	7/6/2007			2109091	Caddo	LA

LA100035.005	Online Florey	Goodrich Petroleum Company LLC	4/23/2007			2094678	Caddo	LA
LA100130.029	Ossie M Heard	Goodrich Petroleum Company LLC	12/3/2007			2167598	Caddo	LA
LA100174.007	Ossie Mack Heard	Chesapeake Operating	2/5/2009			2211517	Caddo	LA
LA100147.001	P J Bass	Southern Production Company Inc	8/26/1952	675	338		Caddo	LA
LA100215.005	Pace Bogle Properties	Chesapeake Operating	3/16/2010			2280888	Caddo	LA
LA100193.000	Pamela D Benzinger	Chesapeake Operating	12/28/2009			2267549	Caddo	LA
LA100049.029	Park Family Trust	Goodrich Petroleum Company LLC	9/7/2007			2124453	Caddo	LA
LA100107.002	Patricia Anita Thomas	Goodrich Petroleum Company LLC	8/23/2007			2122824	Caddo	LA
LA100130.020	Patricia H Burton	Goodrich Petroleum Company LLC	12/3/2007			2134919	Caddo	LA
LA100227.001	Patricia Mckenzie	Chesapeake Operating	1/22/2009			2208492	Caddo	LA
LA100049.034	Patsy Hoffman Bond	Goodrich Petroleum Company LLC	9/7/2007			2128728	Caddo	LA
LA100018.028	Patsy Smith Henderson	Goodrich Petroleum Company LLC	10/26/2006			2077316	Caddo	LA
LA100049.008	Patty Colvin Hall	Goodrich Petroleum Company LLC	9/7/2007			2122571	Caddo	LA
LA100130.017	Patty H Beaudion	Goodrich Petroleum Company LLC	12/3/2007			2133970	Caddo	LA
LA100209.003	PCH Louisiana Inc	Chesapeake Operating	10/26/2009			2260747	Caddo	LA
LA100179.014	Peggy Lurline Brown	Chesapeake Operating	6/11/2009			2239434	Caddo	LA
LA100203.028	Peyara Lee	Chesapeake Louisiana, LP	10/21/2009			2260777	Caddo	LA
LA100130.010	R L Thomas	Goodrich Petroleum Company LLC	12/20/2007			2134811	Caddo	LA
LA100035.033	Ralph Jones McMurphy	Goodrich Petroleum Company LLC	5/10/2007			2098643	Caddo	LA
LA100050.001	Ramsey Company, LLC	Goodrich Petroleum Company LLC	7/9/2007			2108541	Caddo	LA
LA100076.001	Randall Dane Boyett. et ux	Goodrich Petroleum Company LLC	7/16/2007			2110781	Caddo	LA
LA100086.000	Randall Lake Guin, et ux	Goodrich Petroleum Company LLC	9/11/2007			2119667	Caddo	LA
LA100174.009	Randy Presentine	Chesapeake Operating	5/20/2009			2228651	Caddo	LA
LA100100.000	Ray Kenneth Walker, et ux	Goodrich Petroleum Company LLC	7/5/2007			2108533	Caddo	LA
LA100012.001	Raymond F Fulco Et Ux	Delta Lands Exploration Inc	7/23/2004			1938260	Caddo	LA
LA100016.001	Raymond Francis Fulco	Goodrich Petroleum Company LLC	6/16/2005			1988216	Caddo	LA
LA100215.002	Rebecca Parce	Chesapeake Operating	3/26/2010			2281903	Caddo	LA
LA100025.001	Red Oak Timber Company Llc	Goodrich Petroleum Company LLC	10/13/2006			2066480	Caddo	LA
LA100026.001	Red Oak Timber Llc	Goodrich Petroleum Company LLC	10/13/2006			2066477	Caddo	LA
LA100147.003	Redden T Andress	Southern Production Company Inc	8/26/1952	680	496	36188	Caddo	LA
LA100035.016	Redden Thaddeus Andress	Goodrich Petroleum Company LLC	4/11/2007			2091918	Caddo	LA
LA100203.011	Regina Waddy	Chesapeake Operating	10/21/2009			2259284	Caddo	LA
LA100043.000	REOB LLC	Goodrich Petroleum Company LLC	9/28/2007			2103507	Caddo	LA

LA100130.030	Richard Anderson	Chesapeake Operating	10/13/2008			2204676	Caddo	LA
LA100108.002	Richard C Small	Goodrich Petroleum Company LLC	1/15/2008			2138477	Caddo	LA
LA100049.018	Richard Colvin Jordan	Goodrich Petroleum Company LLC	9/7/2007			2124018	Caddo	LA
LA100010.001	Richard H Evans, et ux	Delta Lands Exploration Inc	5/19/2004			2161875	Caddo	LA
LA100069.000	Richard John Hedlund Jr, et ux	Goodrich Petroleum Company LLC	6/21/2007			2107395	Caddo	LA
LA100174.010	Richard Mack Jr	Chesapeake Operating	5/20/2009			2228647	Caddo	LA
LA100121.001	Richard Ray Smith, et ux	Goodrich Petroleum Company LLC	7/31/2007			2113824	Caddo	LA
LA100139.000	Ricky Burk Sr, et ux	Goodrich Petroleum Company LLC	3/18/2008			2147085	Caddo	LA
LA100035.024	Robert F Kennon Jr Et Al	Goodrich Petroleum Company LLC	5/3/2007			2098214	Caddo	LA
LA100049.019	Robert Henry Jordan	Goodrich Petroleum Company LLC	9/7/2007			2123786	Caddo	LA
LA100133.000	Robert Holder Hester	Goodrich Petroleum Company LLC	2/8/2007			2081640	Caddo	LA
LA100126.000	Robert K Franklin Et Ux	Goodrich Petroleum Company LLC	10/17/2007			2126154	Caddo	LA
LA100035.003	Robert P Bass	Goodrich Petroleum Company LLC	9/15/2006			2059103	Caddo	LA
LA100013.000	Robinson Bros Farms LP	Delta Lands Exploration Inc	8/16/2004			1938261	Caddo	LA
LA100048.001	Robinson Bros Farms Lp	Goodrich Petroleum Company LLC	6/21/2007			2104780	Caddo	LA
LA100340.000	Robinson Brothers Farms, LP	Island Oil Company				2411496	Caddo	LA
LA100184.000	Ronald Earl Green	Chesapeake Operating	8/20/2009			2247698	Caddo	LA
LA100070.002	Ronald Stephen Lindsey	Goodrich Petroleum Company LLC	6/22/2007			2108540	Caddo	LA
LA100149.002	Rosa Ablon, et al	Southern Production Company Inc	9/11/1952	683	51		Caddo	LA
LA100130.041	Rosalyn Marie Perkins	Chesapeake Operating	1/7/2010			2271712 MEMO	Caddo	LA
LA100177.018	Rosalyn Perkins	Chesapeake Operating	4/14/2010			2283531	Caddo	LA
LA100035.035	Russell L Reding	Goodrich Petroleum Company LLC	6/18/2007			2110754	Caddo	LA
LA100018.022	Ruth H Moss	Goodrich Petroleum Company LLC	8/4/2006			2061520	Caddo	LA
LA100130.022	Ruth Moss B Crenshaw P-o-a	Goodrich Petroleum Company LLC	12/6/2007			2145829	Caddo	LA
LA100028.011	Ruthy Mae Varner	Goodrich Petroleum Company LLC	8/23/2007	Amended OGML		2116485	Caddo	LA
	Ruthy Mae Varner	Goodrich Petroleum Company LLC	4/16/2007			2090688	Caddo	LA
LA100339.001	S E Johnson	R A Whittington	1/30/1954	720	55		Caddo	LA
LA100084.001	Sally E Turner	Goodrich Petroleum Company LLC	7/17/2007			2120550	Caddo	LA
LA100179.006	Sanders Bracy	Chesapeake Operating	5/21/2009			2231581	Caddo	LA
LA100035.027	Sarah Mims	Goodrich Petroleum Company LLC	5/23/2007			2102400	Caddo	LA
LA100035.031	Sarah O Roberts	Goodrich Petroleum Company LLC	5/23/2007			2104785	Caddo	LA
LA100035.004	Sentell Irrev Trust, et al	Goodrich Petroleum Company LLC	5/14/2007			2097591	Caddo	LA

LA100085.000	Sharon Piggs, et al	Goodrich Petroleum Company LLC	10/2/2007			2123071	Caddo	LA
LA100035.030	Sheri O Spillers	Goodrich Petroleum Company LLC	5/23/2007			2107617	Caddo	LA
LA100179.008	Sherman Hines	Chesapeake Operating	5/20/2009			2231586	Caddo	LA
LA100203.015	Sherry Small Wiley	Chesapeake Operating	10/21/2009			2260616	Caddo	LA
LA100203.039	Shirley Jean Small Stallworth	Chesapeake Operating	10/21/2009			2262435	Caddo	LA
	Shirley Varner Simon	Goodrich Petroleum Company LLC	8/23/2007	Amended OGML		2090687	Caddo	LA
LA100028.010	Shirley Varner Simon	Goodrich Petroleum Company LLC	7/1/2006			2116484	Caddo	LA
LA100049.020	Sidney Herold Lazard Family	Goodrich Petroleum Company LLC	9/7/2007			2120976	Caddo	LA
LA100019.005	Sidney K Hunsicker Guinn	Goodrich Petroleum Company LLC	6/9/2006			2044200	Caddo	LA
LA100021.000	Sidney K Hunsicker Guinn	Goodrich Petroleum Company LLC	9/19/2006			2057877	Caddo	LA
LA100196.000	Simmons Land LLC	Chesapeake Operating	1/13/2010			2269157	Caddo	LA
LA100118.000	Sonny Blackshire, et ux	Goodrich Petroleum Company LLC	9/25/2007			2124224	Caddo	LA
LA100035.018	Standard Wood Preservers	Goodrich Petroleum Company LLC	4/11/2006			2034061	Caddo	LA
LA100175.001	Steven E Howard	Chesapeake Operating	4/2/2009			2222634	Caddo	LA
LA100192.000	Steven Wright	Chesapeake Operating	12/7/2009			2264898	Caddo	LA
LA100050.002	Susan Johnson Dubuison	Goodrich Petroleum Company LLC	8/15/2007			2115282	Caddo	LA
LA100012.002	Susie Hicks Johnson	Delta Lands Exploration Inc	7/23/2004			1938259	Caddo	LA
LA100015.000	Susie Hicks Johnson	Goodrich Petroleum Company LLC	7/22/2005			1989573	Caddo	LA
LA100049.030	Suzette Bienvenu	Goodrich Petroleum Company LLC	9/7/2007			2125730	Caddo	LA
LA100203.042	Syble Joyce Small Bradshaw	Chesapeake Operating	10/21/2009			2260622	Caddo	LA
LA100007.002	Sylvia G Garvin Trust et al	Delta Lands Exploration Inc	4/14/2004			1917259 & 1917260	Caddo	LA
LA100312.001	T K Harlan, et al	Ovation Energy II LP	2/3/1955	745	787		Caddo	LA
LA100062.006	Talbert Lewis Wilson	Goodrich Petroleum Company LLC	5/23/2008			2159682	Caddo	LA
LA100175.004	Thatford Leemon Brown Jr	Chesapeake Operating	4/8/2009			2224223	Caddo	LA
LA100113.000	The Tucker Five Llc	Goodrich Petroleum Company LLC	4/19/2007			2109088	Caddo	LA
LA100052.000	The Woolworth Foundation	Goodrich Petroleum Company LLC	7/19/2007			2111403	Caddo	LA
LA100055.001	The Woolworth Foundation	Goodrich Petroleum Company LLC	7/19/2007			2111405	Caddo	LA
LA100203.005	Thelma Britton Johnson	Chesapeake Operating	10/21/2009			2260620	Caddo	LA
LA100179.013	Thelma Hines Melton	Chesapeake Operating	5/20/2009			2239435	Caddo	LA
LA100035.006	Thomas Watts Andress Jr	Goodrich Petroleum Company LLC	4/26/2007			2094673	Caddo	LA
LA100130.039	Timothy W Booker	Chesapeake Operating	10/19/2009		MEMO	2255806	Caddo	LA
LA100203.003	Timothy W Small	Chesapeake Operating	10/21/2009			2258063	Caddo	LA

LA100098.000	Tommie J Cordova	Goodrich Petroleum Company LLC	7/6/2007			2108535	Caddo	LA
LA100203.017	Tony Britton	Chesapeake Operating	10/21/2009			2260618	Caddo	LA
LA100031.001	Tyler E Adams Jr et al	Goodrich Petroleum Company LLC	4/26/2007			2093922	Caddo	LA
LA100211.001	Vearline Britton Rougely	Chesapeake Operating	10/20/2009			2259893	Caddo	LA
LA100203.029	Vency Ann Small Hayes	Chesapeake Louisiana, LP	10/21/2009			2260624	Caddo	LA
LA100130.013	Vera Mae Thomas Johnson	Goodrich Petroleum Company LLC	1/3/2008			2135855	Caddo	LA
LA100174.006	Vernon Eric Lee	Chesapeake Operating	10/13/2008			2197798	Caddo	LA
LA100018.008	Vernon Stephens	Goodrich Petroleum Company LLC	7/22/2006			2050872	Caddo	LA
LA100324.001	Virginia Lambeth, et al	Ace Oil Company	1/18/1954				Caddo	LA
LA100335.001	Virginia Lambeth, et al	Ace Oil Company	1/18/1954	716	311		Caddo	LA
LA100049.024	Virginia Loretta Lee	Goodrich Petroleum Company LLC	9/7/2007			2123093	Caddo	LA
LA100215.003	Virginia Pace Lyle	Chesapeake Operating	3/31/2010			2281904	Caddo	LA
LA100203.018	Vonzy Ree Small King	Chesapeake Operating	10/21/2009			2260625	Caddo	LA
LA100035.007	Walter Gaillard Andress	Goodrich Petroleum Company LLC	4/26/2007			2094671	Caddo	LA
LA100197.000	Wanda D. Jordan, et vir	Chesapeake Operating	1/15/2010			2269153	Caddo	LA
LA100212.002	Warren William Knabb	Chesapeake Operating	6/23/2010			2301270	Caddo	LA
LA100078.001	Westley Wrenn Williams, et ux	Goodrich Petroleum Company LLC	8/30/2007			2117671	Caddo	LA
LA100077.001	Wilfred Michael Smith, et ux	Goodrich Petroleum Company LLC	9/5/2007			2118903	Caddo	LA
LA100160.000	William A Brown	Jones -O'Brien Inc	8/24/1956	788	697	137562	Caddo	LA
LA100308.001	William B Talbert	Bryan M Lloyd	1/1/1954	713	191		Caddo	LA
LA100310.001	William B Talbert, et al	Bryan M Lloyd	2/6/1954	722	791		Caddo	LA
LA100124.000	William B. Peace, et al	Goodrich Petroleum Company LLC	5/10/2007			2095275	Caddo	LA
LA100177.012	William Breedlove	Chesapeake Operating	5/20/2009			2228648	Caddo	LA
LA100082.000	William Clay Malone, et ux	Goodrich Petroleum Company LLC	7/20/2007			2113821	Caddo	LA
LA100203.020	William E Small	Chesapeake Operating	10/21/2009			2259287	Caddo	LA
LA100125.000	William Frank Dittman Et Ux	Goodrich Petroleum Company LLC	10/29/2007			2127277	Caddo	LA
LA100035.019	William Mcginty Mcbride Jr	Goodrich Petroleum Company LLC	4/12/2006			2030552	Caddo	LA
LA100035.038	William Mcginty Mcbride Jr	Goodrich Petroleum Company LLC	6/18/2007			2104782	Caddo	LA
LA100023.000	William New Hunsicker et al	Goodrich Petroleum Company LLC	9/19/2006			2057875	Caddo	LA
LA100019.001	William Newton Hunsicker	Goodrich Petroleum Company LLC	6/9/2006			2044205	Caddo	LA
LA100020.000	William Newton Hunsicker	Goodrich Petroleum Company LLC	9/19/2006			2057878	Caddo	LA
LA100022.002	William Newton Hunsicker	Goodrich Petroleum Company LLC	9/19/2006			2057874	Caddo	LA
LA100131.000	William Newton Hunsicker	Goodrich Petroleum Company LLC	9/11/2007			2134979	Caddo	LA



LA100063.000	William Russell King, et ux	Goodrich Petroleum Company LLC	6/28/2007			2107374	Caddo	LA
	Willie James Varner	Goodrich Petroleum Company LLC	6/6/2007	Amended OGML		2064431	Caddo	LA
LA100028.005	Willie James Varner	Goodrich Petroleum Company LLC	6/29/2006			2099220	Caddo	LA
LA100130.007	Willie Mae Thomas Hall	Goodrich Petroleum Company LLC	1/15/2008			2140655	Caddo	LA
LA100035.025	Wilson Andress Florey li	Goodrich Petroleum Company LLC	4/27/2007			2099218	Caddo	LA
LA100203.047	Yolanda Jean Houston	Chesapeake Operating	10/21/2009			2266887	Caddo	LA
LA100203.001	Yolanda Small	Chesapeake Operating	10/21/2009			2258752	Caddo	LA
LA100061.001	Yvonne Rayson Pruitt, et al	Goodrich Petroleum Company LLC	9/14/2007			2120675	Caddo	LA
LA100018.021	Zona Robinson	Goodrich Petroleum Company LLC	7/21/2006			2052211	Caddo	LA
LA100208.002	Albert Earl Williams	Chesapeake Operating	12/17/2009	1067	148	676230	De Soto	LA
LA100156.003	Andrew Harris	Z T Gallion	9/27/1954	220	89	250898	De Soto	LA
LA100005.000	Andrew V Loftus III et ux	Delta Lands Exploration Inc	8/8/2003			603138	De Soto	LA
LA100231.002	Antonio B Abram, et ux	Chesapeake Louisiana, LP	5/21/2009	1005	15	663321	De Soto	LA
LA100235.003	Arthur G Birdwell	Southern Production Company Inc	8/25/1952	198	335	229404	De Soto	LA
LA100221.001	Aury Varner	Margaret Hasslocher	5/12/1954	203	447	236309	De Soto	LA
LA100226.008	B F Deloache	Frank W Scheller	3/2/1951	191	175	215878	De Soto	LA
LA100156.004	Ben Harris	Z T Gallion	8/18/1954	201	541	237560	De Soto	LA
LA100251.001	Billy J McFadden	T L James & Company, Inc	10/13/1982	506	365		De Soto	LA
LA100006.004	Billy Neil Anderson	Goodrich Petroleum Company LLC	8/11/2007	919	489	640718	De Soto	LA
LA100134.004	Callie Cox Hanson Scarber	Joe T Cawthorn	9/29/1954	204	461		De Soto	LA
LA100154.002	Champe Carter Graham	Z T Gallion	8/13/1954	202	219	237602	De Soto	LA
LA100224.002	Charles C Hunter	H R Scivally et ux	9/2/1954	204	215	237779	De Soto	LA
LA100176.004	Charles L Tennyson	Chesapeake Operating	4/20/2009	1000	296	662143	De Soto	LA
LA100004.001	Charles W Taylor et ux	Delta Lands Exploration Inc	7/16/2003			603137	De Soto	LA
LA100246.002	Charlie Samuels	Midstates Oil Corporation	12/4/1952	198	155	227587	De Soto	LA
LA100006.009	Cindy Ann Treme	Chesapeake Operating	4/26/2010	1094	107	382118	De Soto	LA
LA100218.002	Cindy Ann Treme	Chesapeake Operating	4/26/2010	1094	117	682120	De Soto	LA
LA100187.000	Clayton T Rushing	Southern Production Company Inc	9/3/1952	194	585	226639	De Soto	LA
LA100246.001	Cleophus Ray Samuels	Midstates Oil Corporation	12/4/1952	198	152	227587	De Soto	LA
LA100256.005	Clifford Ray WAest, Sr	TXO Production Corp	3/4/1982	503	477		De Soto	LA
LA100250.001	Clifton J Gibbs, et ux	T L James & Company, Inc	4/4/1981	477	930		De Soto	LA
LA100183.000	Danny Grant	Chesapeake Operating	9/14/2009	1035	285	669696	De Soto	LA
LA100219.003	Debbie Clegg	Chesapeake Operating	3/8/2010	1079	347	678864	De Soto	LA



LA100176.003	Deborah M Edwards	Chesapeake Operating	4/20/2009	1000	300	662144	De Soto	LA
LA100156.005	Dink Harris	M R Gallion	1/1/1958	233	545	265241	De Soto	LA
LA100256.002	Dorothy S Gerald	Ross & Glenn Petroleum Inc	11/5/1979	431	680		De Soto	LA
LA100165.000	E E Bagley	Union Producing Company	6/17/1951	190	124	217069	De Soto	LA
LA100176.005	Edwin R Matthews	Chesapeake Operating	4/20/2009	1000	794	662294	De Soto	LA
LA100006.008	Elizabeth Dawn Gehron	Chesapeake Operating	4/26/2010	1094	338	682167	De Soto	LA
LA100218.001	Elizabeth Dawn Gehron	Chesapeake Operating	4/26/2010	1094	112	682119	De Soto	LA
LA100176.002	Elizabeth M Nash	Chesapeake Operating	4/20/2009	1001	624		De Soto	LA
LA100154.004	Elizabeth Warner	Z T Gallion	10/11/1954	202	535	239957	De Soto	LA
LA100236.003	Eulie Hollingsworth French	Southern Production Company Inc	1/28/1953	198	261	228745	De Soto	LA
LA100256.001	Evol Sandefer Douglas	Ross & Glenn Petroleum Inc	11/5/1979	432	1		De Soto	LA
LA100155.001	F W Williams	Jones -O'Brien Inc	6/7/1954	203	473	236394	De Soto	LA
LA100255.001	Florence I Wetherbee	IMC Exploration Co	1/3/1978	408	499		De Soto	LA
LA100253.001	Foster W Gibbs, et ux	T L James & Company, Inc	7/3/1981	477	978		De Soto	LA
LA100236.004	Francis S. Ratcliff	Southern Production Company Inc	1/28/1952	198	331	229402	De Soto	LA
LA100237.001	Fred Hudson	Gilbert S. Johnson	7/25/1953	200	227	232024	De Soto	LA
LA100219.001	Glenn E Faircloth	Chesapeake Operating	3/9/2010	1084	734	680080	De Soto	LA
LA100253.002	Gurthia G Mills, et al	T L James & Company, Inc	10/18/1982	506	338		De Soto	LA
LA100164.000	H H Timmons	Placid Oil Company	3/12/1954	203	3	234913	De Soto	LA
LA100226.006	H Latkin	Smackover Producing Co	1/8/1955	209	71	240776	De Soto	LA
LA100226.002	H O Davis Et Al	Smackover Producing Co	8/2/1954	204	89	237552	De Soto	LA
LA100156.006	Heareace Harris	Z T Gallion	9/10/1954	206	212	239356	De Soto	LA
LA100208.003	Hines Fulton Williams Jr	Chesapeake Operating	12/1/2009	1056	244	674104	De Soto	LA
LA100167.001	Hortense Bagley Murrell	Union Producing Company	6/7/1951	190	129	217070	De Soto	LA
LA100226.003	Ike Beyer And Gordon S Rather	Smackover Producing Co	8/2/1954	204	91	237553	De Soto	LA
LA100134.002	Ilyene Hanson Spann	Goodrich Petroleum Company LLC	2/22/2008	940	129	2143473	De Soto	LA
LA100188.004	J D Mitchell, et al	Southern Production Company Inc	9/11/1952	194	629	226820	De Soto	LA
LA100224.001	J T Scurlock	H R Scivally et ux	9/1/1954	204	365	238157	De Soto	LA
LA100256.003	James D Johnston, et ux	Ross & Glenn Petroleum Inc	11/5/1979	432	434		De Soto	LA
LA100176.007	James D Tennyson	Chesapeake Operating	4/20/2009	1000	292	662142	De Soto	LA
LA100248.001	James E Stewart	T L James & Company, Inc	1/14/1983	507	98		De Soto	LA
LA100156.007	James Harris Aka James H Horto	M R Gallion	1/1/1958	233	547	265242	De Soto	LA
LA100176.006	James M Tennyson	Chesapeake Operating	4/20/2009	1000	394	662175	De Soto	LA

LA100208.001	Janice West	Chesapeake Louisiana, LP	1/18/2010	1066	242	676118	De Soto	LA
LA100201.000	Jean Estelle Harris Wilson	Chesapeake Operating	11/17/2009	1051	795	673184	De Soto	LA
LA100245.001	Jeff Booten, et ux	G R Guice	6/29/1945	158	109	169366	De Soto	LA
LA100014.000	Jerry L Holmes et ux	Delta Lands Exploration Inc	12/29/2003			605844	De Soto	LA
LA100002.001	Jerry Walton Drummond et al	Delta Lands Exploration Inc	8/28/2003			604362	De Soto	LA
LA100006.007	Jimmy Holmes Jr	Chesapeake Operating	3/16/2010	1079	352	678865	De Soto	LA
LA100006.010	Jimmy Holmes Jr	Chesapeake Operating	3/16/2010	1078	528	678708	De Soto	LA
LA100188.002	Jo Beth Hall Badgley	Joe H Tucker Jr	6/24/1955	213	271	244602	De Soto	LA
LA100188.003	Jodie Rushing Holland	Jones Obrien Incorporated	8/2/1955	213	593	245510	De Soto	LA
LA100188.001	Jodie Rushing Holland	Southern Production Company Inc	9/16/1952	198	138	227544	De Soto	LA
LA100230.001	John Ernest Fisher Jr	Chesapeake Louisiana, LP	2/20/2009	794	991	660163	De Soto	LA
LA100167.000	John F Hunt	Mid Continent Petroleum	3/15/1946	161	619		De Soto	LA
LA100155.002	John H Harris	Jones -O'Brien Inc	5/19/1954	203	471	236393	De Soto	LA
LA100156.008	John Harris	H H Alvord III	7/30/1954	203	543	237158	De Soto	LA
LA100156.001	John L Harris	Z T Gallion	9/10/1954	206	48	238416	De Soto	LA
LA100188.005	John Wesley Hall	Jones Obrien Incorporated	3/1/1965	265	111	373237	De Soto	LA
LA100235.001	John Y. Morgan	Southern Production Company Inc	8/29/1952	194	583	226584	De Soto	LA
LA100225.000	Joyce Lagrone	Ralph R Gilster	8/2/1954	203	549	237179	De Soto	LA
LA100226.007	Keatchie Investment Corporation	Ralph R Gilster	8/2/1954	203	557	237197	De Soto	LA
LA100234.001	Keatchie Investment Corporation	Southern Production Company Inc	9/2/1952	683	63	36567	Caddo	LA
LA100134.001	Kenneth C. Hanson	Goodrich Petroleum Company LLC	2/21/2008			2142380	De Soto	LA
LA100006.002	Larry Bartee Warren	Goodrich Petroleum Company LLC	7/19/2007	918	588	640423	De Soto	LA
LA100219.004	Larry Faircloth	Chesapeake Operating	4/1/2010	1087	371	680690	De Soto	LA
LA100006.003	Leon Williams Bagley, et ux	Goodrich Petroleum Company LLC	7/31/2007	918	581	640422	De Soto	LA
LA100170.000	Leona Bagley Flores	Union Producing Company	6/7/1951	192	1	217093	De Soto	LA
LA100150.000	Lerla Mae Bagley Wilbanks	Union Producing Company	6/7/1951	190	141	217073	De Soto	LA
LA100249.001	Lester A Gibbs	T L James & Company, Inc	11/2/1981	506	333		De Soto	LA
LA100226.005	Lucille N Crowe Ind And Tutrix	Smackover Producing Co	11/26/1954	207	485	239924	De Soto	LA
LA100256.006	Manville Forest Products Corporation	Florida Exploration Company	8/2/1983	520	465		De Soto	LA
LA100006.005	Marceal Nevels Clark	Chesapeake Operating	4/7/2010	1094	101	682117	De Soto	LA
LA100219.000	Margaret Graham Et Al	Southern Production Company Inc	9/3/1952			36802	De Soto	LA
LA100157.000	Margaret Neill Graham	Southern Production Company Inc	9/3/1952			226645	De Soto	LA
LA100154.001	Margaret Neill Graham	Z T Gallion	8/12/1954	202	215	237600	De Soto	LA

LA100176.008	Margie Limited Partnership	Chesapeake Operating	6/22/2009	1012	528	665121	De Soto	LA
LA100208.004	Marion Eldridge Williams Jr	Chesapeake Operating	12/14/2009	1067	153	676231	De Soto	LA
LA100231.001	Mary Eva Bagley, et al	Chesapeake Louisiana, LP	2/20/2009	797	991	660164	De Soto	LA
LA100176.009	Mary Wortley Flagg Scheller	Chesapeake Operating	1/4/2010	1106	294	684669	De Soto	LA
LA100232.002	Michael Fielding Fisher	Chesapeake Louisiana, LP	2/20/2009	800	991	660165	De Soto	LA
LA100003.000	Michael Shane Taylor et ux	Delta Lands Exploration Inc	7/16/2003			603136	De Soto	LA
LA100134.003	Milton L Hanson	Goodrich Petroleum Company LLC	2/22/2008	940	124	646988	De Soto	LA
LA100163.001	Nancy Havens By Mary Havens	M R Gallion	4/22/1954			235948	De Soto	LA
LA100147.002	Norman D Stewart	Southern Production Company Inc	8/26/1952	674	837	36190	De Soto	LA
LA100220.002	Olean Varner	Margaret Hasslocher	9/17/1954			238103	De Soto	LA
LA100162.002	Oscar J Beard	Margaret Hasslocher	5/27/1954	203	469	236341	De Soto	LA
LA100221.002	Pattie C Thigpen	Margaret Hasslocher	5/27/1954	203	445	236308	De Soto	LA
LA100190.000	Pattie C Thigpen	R J Obrien	1/7/1955	213	393	244914	De Soto	LA
LA100188.006	Pattie Colvin Thigpen Et Al	Southern Production Company Inc	9/5/1952	683	67	36568	De Soto	LA
LA100226.004	Pauline G Henry Et Vir E C Hen	James Kemp	8/6/1954	202	186	237555	De Soto	LA
LA100158.001	Ralph L Holmes	Bryan M Lloyd	1/2/1954	199	355	233850	De Soto	LA
LA100011.001	Richard H Evans Et Ux	Delta Lands Exploration Inc	5/19/2004	950	806	650028	De Soto	LA
LA100257.001	Richard M Sandefer	T L James & Company, Inc	10/25/1982			453751	De Soto	LA
LA100004.002	Rosemary J Gragg et al	Delta Lands Exploration Inc	9/22/2003			604776	De Soto	LA
LA100162.001	Roy H Belcher And Wife Mamie	Roy Belcher H/o Mamie Ermine Scott	5/17/1954	203	455	236313	De Soto	LA
LA100152.000	S E Johnson	John Franks	8/26/1957	229	535	260697	De Soto	LA
LA100153.000	S E Johnson	Walter Barnett	3/22/1946	161	641	175241	De Soto	LA
LA100224.003	S F Talbert	T F Robertson	4/24/1947	169	445	184113	De Soto	LA
LA100228.000	Shiloh Cattle And Land	Chesapeake Operating	3/16/2010	1079	340	678863	De Soto	LA
LA100166.000	Shiloh Methodist Episcopal Church	Fred Whitaker	9/26/1955	214	209	246354	De Soto	LA
LA100154.003	Sylvia G Garvin	Z T Gallion	8/13/1954	202	217	237601	De Soto	LA
LA100006.001	Thomas Grady Anderson Jr	Goodrich Petroleum Company LLC	8/11/2007	918	569	640420	De Soto	LA
LA100176.001	Timothy A Tennyson	Chesapeake Operating	4/20/2009	1000	304	662145	De Soto	LA
LA100006.006	Travis Lloyd Nevels	Chesapeake Operating	5/11/2010	1095	105	682329	De Soto	LA
LA100256.004	Virgil L Dixon, et ux	C Mouton Futch	2/23/1983			453176	De Soto	LA
LA100189.000	Virginia Armour Burford	C T Ruffin	4/6/1955	210	241	242139	De Soto	LA
LA100156.002	Virginia H Mason	Z T Gallion	8/27/1954	206	46	238415	De Soto	LA

LA100252.001	Vivian Beatrice Yarbrough Hutchins, et al	IMC Exploration Co	2/20/1978	411	9		De Soto	LA
LA100158.002	W G Faries Aka William Faries	R A Whittington	2/6/1954	199	451	234722	De Soto	LA
LA100223.001	W H Bagley Etux Maurine L	Jack W Grigsby	3/20/1954			235119	De Soto	LA
LA100226.001	W H Wilson Et Ux Alice	Mid-Century Oil & Gas Co	10/22/1954	207	345	239369	De Soto	LA
LA100254.001	W Hewey Bagley	T L James & Company, Inc	4/1/1980	434	526		De Soto	LA
LA100191.000	Will Clark, et ux	Harvey Broyles	4/5/1955	210	145		De Soto	LA
LA100219.002	William G Faircloth	Chesapeake Operating	3/15/2010	1083	783	679878	De Soto	LA
LA100220.001	Willie L Jones	Ralph R Gilster	9/15/1954	204	363	238156	De Soto	LA
	Gayle B. McFarland and Cynthia D. McFarland	SND Operating, LLC	1/1/2013	Unrecorded SWD Lease			Caddo	LA
	Gayle B. McFarland and Cynthia D. McFarland	SND Operating, LLC	1/1/2016	Unrecorded SWD 1st Amend			Caddo	LA
	Gayle B. McFarland and Cynthia D. McFarland	SND Operating, LLC	1/1/2019	Unrecorded SWD 2nd Amend			Caddo	LA

**END OF EXHIBIT A-1**

**Exhibit A-2 – Wells**

**Attached to and made part of that certain Purchase and Sale Agreement by and between  
Weatherly Oil & Gas, LLC, as Seller, and DEA Bethany, L.L.C., as Buyer**

<b>PROPERTY NO.</b>	<b>PROPERTY NAME</b>	<b>API NO.</b>	<b>LA SERIAL NO.</b>	<b>PARISH</b>	<b>STATE</b>	<b>WI</b>	<b>NRI</b>
236078	BASS ROBERT P 1	17-017-34292	236078	CADDO	LA	1.00000000	0.73985784
236234	BASS ROBERT P 1-D	17-017-34292	236234	CADDO	LA	1.00000000	0.73985784
237747	BRANCH DOROTHY 1	17-017-34520	237747	CADDO	LA	1.00000000	0.75000000
237255	BROWN CLARENCE 1-ALT	17-017-34448	237255	CADDO	LA	1.00000000	0.80000000
237156	COOK JAMES 1-ALT	17-017-34443	237156	CADDO	LA	1.00000000	0.68257625
231974	R. EVANS 16-1	17-017-33827	231974	CADDO	LA	1.00000000	0.70573319
232280	R. EVANS R 16-1-D	17-017-33827	232280	CADDO	LA	1.00000000	0.69206318
234637	R. EVANS R 16-2-ALT	17-017-34157	234637	CADDO	LA	1.00000000	0.70573319
235184	R. EVANS R 16-2-D-ALT	17-017-34157	235184	CADDO	LA	1.00000000	0.68142301
237060	GRAHAM C 4-ALT	17-017-34436	237060	CADDO	LA	1.00000000	0.65872706
234090	GRAHAM CHAMPE 1	17-017-34096	234090	CADDO	LA	1.00000000	0.68257625
234402	GRAHAM CHAMPE 1-D	17-017-34096	234402	CADDO	LA	1.00000000	0.68257625
234757	GRAHAM CHAMPE 2-ALT	17-017-34162	234757	CADDO	LA	1.00000000	0.68257625
234860	GRAHAM CHAMPE 3-ALT	17-017-34173	234860	CADDO	LA	1.00000000	0.67566251
235198	GRAHAM CHAMPE 4-ALT	17-017-34203	235198	CADDO	LA	1.00000000	0.68257625
235465	GRAHAM CHAMPE 4-D-ALT	17-017-34203	235465	CADDO	LA	1.00000000	0.68257625
236976	GRAHAM CHAMPE 5-ALT	17-017-34258	236976	CADDO	LA	1.00000000	0.68257625
238207	GRAHAM CHAMPE 6-ALT	17-017-34586	238207	CADDO	LA	1.00000000	0.68257625
228785	HUNSICKER 12-1	17-017-33527	228785	CADDO	LA	1.00000000	0.72565994
237393	HUNSICKER D 1-D-ALT	17-017-34465	237393	CADDO	LA	1.00000000	0.76505747
237392	HUNSICKER D 1-ALT	17-017-34465	237392	CADDO	LA	1.00000000	0.76505747
235908	HUNSICKER HENRY 1-ALT	17-017-34277	235908	CADDO	LA	1.00000000	0.68257625
235909	HUNSICKER HENRY 1-D-ALT	17-017-34277	235909	CADDO	LA	1.00000000	0.68257625
235805	HUNSICKER NEWTON 1	17-017-34264	235805	CADDO	LA	1.00000000	0.65633235
235806	HUNSICKER NEWTON 1-D	17-017-34264	235806	CADDO	LA	1.00000000	0.65633235
237999	HUNSICKER NEWTON 2-ALT	17-017-34569	237999	CADDO	LA	1.00000000	0.65633235

228679	JOHNSON TALBERT 16-1	17-017-33523	228679	CADDO	LA	1.00000000	0.68142301
233459	JOHNSON WF 1	17-017-34017	233459	CADDO	LA	1.00000000	0.69468241
233866	JOHNSON WF 1-D-ALT	17-017-34017	233866	CADDO	LA	1.00000000	0.65872706
235270	JOHNSON WF 2-ALT	17-017-34219	235270	CADDO	LA	1.00000000	0.69468241
235466	JOHNSON WF 2-D-ALT	17-017-34219	235466	CADDO	LA	1.00000000	0.65872706
234893	LAMBETH 1	17-017-34182	234893	CADDO	LA	1.00000000	0.68809362
234992	LAMBETH 1-D	17-017-34182	234992	CADDO	LA	1.00000000	0.69382049
237877	MCFARLAND GB 1 SWD	17-017-34535	237877	CADDO	LA	1.00000000	0.67000000
237839	ROBINSON BROS FARMS 1-ALT	17-017-34532	237839	CADDO	LA	1.00000000	0.70573319
237840	ROBINSON BROS FARMS 1-D	17-017-34532	237840	CADDO	LA	1.00000000	0.69966185
236198	TALBERT EDGAR S 1-ALT	17-017-34310	236198	CADDO	LA	0.94762350	0.66564576
236330	TALBERT EDGAR S 1-D	17-017-34310	236330	CADDO	LA	1.00000000	0.61516459
236800	TALBERT EDGAR S 2-ALT	17-017-34401	236800	CADDO	LA	1.00000000	0.69468241
236885	TALBERT EDGAR S 2-D-ALT	17-017-34401	236885	CADDO	LA	1.00000000	0.68142301
237520	TALBERT EDGAR S 3-ALT	17-017-34487	237520	CADDO	LA	0.94762350	0.66564576
237521	TALBERT EDGAR S 3-D-ALT	17-017-34487	237521	CADDO	LA	1.00000000	0.61516459
237599	TAYLOR 4-D-ALT	17-031-24378	237599	CADDO	LA	1.00000000	0.60749687
234831	THOMAS 1-ALT	17-017-34172	234831	CADDO	LA	1.00000000	0.69468241
235006	THOMAS 1-D	17-017-34172	235006	CADDO	LA	0.94416670	0.64963151
235092	THOMAS 2	17-017-34192	235092	CADDO	LA	0.94762350	0.66564576
235467	THOMAS 2-D-ALT	17-017-34192	235467	CADDO	LA	0.94416670	0.64963151
236846	THOMAS 3-ALT	17-017-34404	236846	CADDO	LA	0.94762350	0.66564576
236953	THOMAS 3-D-ALT	17-017-34404	236953	CADDO	LA	0.94416670	0.64963151
237257	THOMAS 4-ALT	17-017-34449	237257	CADDO	LA	0.94762350	0.66564576
237292	THOMAS 4-D-ALT	17-017-34449	237292	CADDO	LA	0.94416670	0.64963151
252611	JOHNS #1A	17-017-02591	252611	CADDO	LA		
234311	BAGLEY JASON 1-ALT	17-031-24037	234311	DE SOTO	LA	1.00000000	0.69736003
234765	BAGLEY JASON 1-D-ALT	17-031-24037	234765	DE SOTO	LA	1.00000000	0.69578183
236671	BISHOP DENNIS 1-ALT	17-031-24286	236671	DE SOTO	LA	1.00000000	0.67566251
236955	BISHOP DENNIS 2-ALT	17-031-24315	236955	DE SOTO	LA	1.00000000	0.67566251
237458	BISHOP DENNIS 2-D-ALT	17-031-24315	237458	DE SOTO	LA	1.00000000	0.67566251

237664	BISHOP DENNIS 3-ALT	17-031-24385	237664	DE SOTO	LA	1.00000000	0.67566251
234509	R. EVANS R 21-1-ALT	17-031-24059	234509	DE SOTO	LA	1.00000000	0.70500001
235027	R. EVANS R 21-1-D	17-031-24059	235027	DE SOTO	LA	1.00000000	0.60749687
233895	GRAHAM C 1-ALT	17-031-24004	233895	DE SOTO	LA	1.00000000	0.67566251
238220	GRAHAM C 2-ALT	17-031-24169	238220	DE SOTO	LA	1.00000000	0.68768432
238221	GRAHAM C 2-D-ALT	17-031-24169	238221	DE SOTO	LA	1.00000000	0.65872706
236246	GRAHAM C 3-ALT	17-031-24248	236246	DE SOTO	LA	1.00000000	0.67566251
229743	HOLMES J 1	17-031-23689	229743	DE SOTO	LA	1.00000000	0.70500001
233637	HOLMES JERRY 1	17-031-23717	233637	DE SOTO	LA	1.00000000	0.67566251
233819	HOLMES JERRY 1-D	17-031-23717	233819	DE SOTO	LA	1.00000000	0.67566251
236714	HOLMES JERRY 2-ALT	17-031-24291	236714	DE SOTO	LA	1.00000000	0.67256752
235586	STEWART JE 1	17-031-24187	235586	DE SOTO	LA	1.00000000	0.70698898
236124	STEWART JE 1-D-ALT	17-031-24187	236124	DE SOTO	LA	1.00000000	0.67685424
229356	TAYLOR 1	17-031-23641	229356	DE SOTO	LA	1.00000000	0.68768432
232657	TAYLOR 2-ALT	17-031-23899	232657	DE SOTO	LA	1.00000000	0.68768431
232947	TAYLOR 2-D	17-031-23899	232947	DE SOTO	LA	1.00000000	0.65872706
235271	TAYLOR 3- ALT	17-031-24142	235271	DE SOTO	LA	1.00000000	0.68768432
235464	TAYLOR 3-D-ALT	17-031-24142	235464	DE SOTO	LA	1.00000000	0.67256752
237598	TAYLOR 4-ALT	17-031-24378	237598	DE SOTO	LA	1.00000000	0.68768432
230465	TAYLOR M 1	17-031-23742	230465	DE SOTO	LA	1.00000000	0.73624383
238343	TAYLOR M 1-D-ALT	17-031-23742	238343	DE SOTO	LA	1.00000000	0.67256752

**END OF EXHIBIT A-2**



**Exhibit A-3 – Contracts**

**Attached to and made part of that certain Purchase and Sale Agreement by and between  
Weatherly Oil & Gas, LLC, as Seller, and DEA Bethany, L.L.C., as Buyer**

<b>AGREEMENT TYPE</b>	<b>FIRST PARTY</b>	<b>SECOND PARTY</b>	<b>DATE</b>
FARMOUT AGREEMENT	VERNON E. FAULCONER INC.	GOODRICH PETROLEUM COMPANY LLC	6/10/2003
FARMOUT AGREEMENT AMENDMENT	VERNON E. FAULCONER INC.	GOODRICH PETROLEUM COMPANY LLC	10/25/2005
FARMOUT AGREEMENT AMENDMENT	VERNON E. FAULCONER INC.	GOODRICH PETROLEUM COMPANY LLC	5/25/2006
FARMOUT AGREEMENT AMENDMENT	VERNON E. FAULCONER INC.	GOODRICH PETROLEUM COMPANY LLC	12/14/2006
FARMOUT AGREEMENT AMENDMENT	VERNON E. FAULCONER INC.	GOODRICH PETROLEUM COMPANY LLC	1/16/2007
FARMOUT AGREEMENT AMENDMENT	VERNON E. FAULCONER INC.	GOODRICH PETROLEUM COMPANY LLC	3/7/2008
FARMOUT AGREEMENT AMENDMENT	VERNON E. FAULCONER INC.	GOODRICH PETROLEUM COMPANY LLC	7/7/2008
FARMOUT AGREEMENT AMENDMENT	VERNON E. FAULCONER INC.	GOODRICH PETROLEUM COMPANY LLC	7/25/2008
FARMOUT AGREEMENT AMENDMENT	VERNON E. FAULCONER INC.	GOODRICH PETROLEUM COMPANY LLC	4/30/2010
JOINT OPERATING AGREEMENT	GOODRICH PETROLEUM COMPANY LLC	MALLOY ENERGY COMPANY LLC	8/19/2003
JOINT OPERATING AGREEMENT	GOODRICH PETROLEUM COMPANY LLC	KWF OIL	8/19/2003
JOINT OPERATING AGREEMENT	GOODRICH PETROLEUM COMPANY LLC	MALLOY ENERGY COMPANY LLC	8/19/2003
GAS GATHERING AGREEMENT	STATELINE GATHER SYSTEM, LLC	GOODRICH PETROLEUM COMPANY LLC	5/1/2009
SALE AND PURCHASE OF NATURAL GAS	TEXLA ENERGY MANAGEMENT, INC	WEATHERLY OIL & GAS, LLC	9/5/2006
COMPRESSOR AGREEMENTS	J-W POWER COMPANY	WEATHERLY OIL & GAS, LLC	10/1/2017

**END OF EXHIBIT A-3**

**Exhibit B**

**Attached to and made part of that certain Purchase and Sale Agreement by and between  
Weatherly Oil & Gas, LLC, as Seller, and DEA Bethany, L.L.C., as Buyer**

**FORM OF ASSIGNMENT**

**ASSIGNMENT, BILL OF SALE, AND CONVEYANCE**

STATE OF LOUISIANA	§
	§
PARISHES OF CADDO & DE SOTO	§

This ASSIGNMENT, BILL OF SALE, AND CONVEYANCE (this “**Assignment**”) is executed to be effective for all purposes as of July 1, 2019, at 12:01 a.m., Central Time (the “**Effective Time**”), and is from Weatherly Oil & Gas, LLC, a Delaware limited liability company (“**Assignor**”), having as its address at 777 Taylor Street, Suite 902, Fort Worth, Texas, 76102, to DEA Bethany, L.L.C., a Louisiana limited liability company (“**Assignee**”), having as its address at [\_\_\_\_\_]. Assignor and Assignee are each referred to herein as a “**Party**”, and Assignor and Assignee, collectively, as the “**Parties**”.

**I.**

**GRANTING, RESERVATION, AND HABENDUM CLAUSES**

1.1 **Grant.** For One Hundred Dollars (\$100.00) and other good and valuable consideration, the receipt and sufficiency of which Assignor hereby acknowledges, Assignor has transferred and assigned, and does hereby transfer and assign, to Assignee, effective as of the Effective Time, all of Assignor’s rights, title and interests in and to the following properties and assets (less and except the Excluded Assets (as defined below), collectively, the “**Assets**”):

- (a) all oil and gas leases and oil, gas and mineral leases, subleases and other leaseholds, royalties, overriding royalties, net profits interests, production payments, carried interests, options and other rights to Hydrocarbons in place, in each case, whether producing or non-producing, as more particularly described in Exhibit A-1 (collectively, the “**Leases**”), together with (A) any and all other rights, titles and interests of Assignor in and to the lands covered or burdened thereby, and (B) all other interests of Assignor of any kind or character in and to the Leases;
- (b) all presently existing unitization, pooling and/or communitization agreements, orders, declarations or designations and statutorily, judicially or administratively created drilling, spacing and/or production units, whether recorded or unrecorded, insofar as the same are attributable or allocated to the Leases, and all of Assignor’s interest in and to the properties covered or such units created thereby (collectively, the “**Units**”; and, together with the Leases, the “**Oil and Gas Interests**”);
- (c) all wells located upon the Leases or Units or otherwise used in connection with the ownership or operation of the Assets, whether plugged and abandoned, including the wells set forth in Exhibit A-2 (the “**Wells**” and together with the Oil and Gas Interests, the “**Properties**”);

- (d) all easements, surface leases, permits, licenses, servitudes, rights of way, surface use agreements and all other rights and appurtenances located on or primarily used in connection with the Properties (the “**Surface Rights**”);
- (e) all tangible personal, movable and mixed property, equipment, machinery, fixtures and improvements, including all injection wells, salt water disposal facilities, well heads, well equipment, casing, manifolds, tubing, pumps, motors, gauges, valves, heaters, treaters, water lines, vessels, tanks, boilers, separators, treating equipment, compressors, pipelines, flow lines, gathering systems, processing and separation facilities, pads, structures, other equipment, automation systems including meters and related telemetry on wells, power lines, telephone and communication lines and other appurtenances, network equipment and associated peripherals, radio and telephone equipment (including cellular telephones), SCADA, telemetry and other measurement technology, and well communication devices, in each case, to the extent located on or primarily used in connection with the ownership or operation of the other Assets;
- (f) all contracts and agreements to the extent which all or any portion of the Properties or Surface Rights is subject, including the contracts and agreements set forth in Exhibit A-3 (the “**Contracts**”);
- (g) all Hydrocarbons in, on, under or produced from or allocated to any of the Properties from and after the Effective Time, and all Hydrocarbons for which Assignor receives an adjustment to the Purchase Price under the Agreement, and in each case, the proceeds thereof;
- (h) all rights, benefits and obligations arising from or in connection with any Imbalances attributable to of the Properties, existing as of or arising after the Effective Time;
- (i) the Records, including, without limitation, all well data and geophysical and other seismic and related technical data and information relating to the Assets; and
- (j) except to the extent related to the Excluded Assets or Specified Obligations, any rights, claims, causes, causes of action, claims for relief, choses in action, rights of recovery, rights of set-off, rights of indemnity, contribution or recoupment, counter-claims, cross-claims and defenses of Assignor relating to the Assets described in items (a)-(i) above.

1.2 Excluded Assets. There is expressly excluded from this Assignment, and Assignor expressly excepts and reserves to itself, the following assets (the “**Excluded Assets**”): (a) all of Assignor’s corporate minute books and corporate financial records that relate to Assignor’s business generally; (b) all trade credits, all accounts, receivables, if any, and all other proceeds, income or revenues attributable to the Assets with respect to any period of time prior to the Effective Time; (c) all claims, causes of action, manufacturers’ and contractors’ warranties and other rights of Assignor arising under or with respect to (i) any Assets that are attributable to periods of time prior to the Effective Time including claims for adjustments or refunds, and (ii) any other Excluded Assets; (d) all Hydrocarbons produced from the Assets with respect to all periods prior to the Effective Time, other than those Hydrocarbons produced from or allocated to the Assets and in storage or existing in stock tanks, pipelines or plants (including inventory) as of the Effective Time for which the Purchase Price under the Agreement was adjusted upward at Closing; (e) all

amounts held by Assignor in suspense that are attributable to sales of Hydrocarbons produced from the Assets, as applicable (including any amounts subject to escheat obligations pursuant to applicable Law); (f) all personal computers, network equipment and associated peripherals; (g) all drilling rigs, and all trucks, cars and vehicles; (h) all master services agreements or similar contracts; (i) all easements, rights-of-way, surface rights, equipment, pipe and inventory (in each case, whether located on or off the lands covered by the Leases or lands pooled or unitized therewith) not currently being used solely in connection with the ownership or operation of the Assets (other than any surface rights granted under any of the Leases); (j) all of Assignor's proprietary computer software, patents, trade secrets, copyrights, names, trademarks, logos and other intellectual property; (k) legal records and legal files of Assignor, including all work product of and attorney-client communications with Assignor's legal counsel or any other documents or instruments that may be protected by an attorney-client privilege or the attorney work-product doctrine, but excluding any title opinions covering the Oil and Gas Interests; (l) all documents and instruments and other data or information that cannot be disclosed to Assignee as a result of confidentiality arrangements under agreements with third parties; (m) all audit rights arising under any of the Contracts or otherwise with respect to (i) any period prior to the Effective Time, with respect to the Assets or (ii) any of the Excluded Assets; (n) all oil and gas fee interests or mineral fee interests of Assignor and its Affiliates; and (o) all claims of Assignor or any of its Affiliates for refunds of, rights to receive funds from any Governmental Authorities, or loss carry forwards or credits with respect to (i) any and all taxes imposed by any applicable Law on, or allocable to, Assignor or any of its Affiliates, or any combined, unitary or consolidated group of which any of the foregoing is or was a member, (ii) any taxes imposed on or with respect to the ownership or operation of the Excluded Assets, and (iii) any and all other taxes imposed on or with respect to the ownership or operation of the Assets for any tax period (or portion thereof) ending before the Effective Time.

1.3 Habendum. TO HAVE AND TO HOLD, subject to the terms, exceptions and other provisions herein stated, the Assets unto Assignee and its successors and assigns forever.

## **II. DISCLAIMERS**

2.1 No Warranties. The conveyance of the Assets to Assignee is made without any warranty of title of any kind whatsoever, express, implied, or statutory, and without recourse, even as to the return of any consideration, but with full substitution and subrogation of Assignee, and all Persons claiming by, through and under Assignee, to the extent assignable, in and to all covenants and warranties by Assignor's predecessors-in-title and with full subrogation of all rights accruing under the statutes of limitation or prescription under the Laws of the State of Louisiana.

2.2 Further Disclaimers.

- (a) **EXCEPT AS AND TO THE LIMITED EXTENT EXPRESSLY SET FORTH IN SECTION 12 OF THE AGREEMENT, ASSIGNOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, AND ASSIGNOR EXPRESSLY DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY REPRESENTATION, WARRANTY, STATEMENT OR INFORMATION MADE OR COMMUNICATED (ORALLY OR IN WRITING) TO ASSIGNEE OR ANY ASSIGNEE REPRESENTATIVE (INCLUDING ANY OPINION, INFORMATION, PROJECTION OR ADVICE THAT MAY HAVE BEEN PROVIDED TO ASSIGNEE). WITHOUT LIMITING THE GENERALITY OF THE**

FOREGOING PROVISIONS, ASSIGNOR EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED, AS TO (I) TITLE TO ANY OF THE ASSETS, (II) THE CONTENTS, CHARACTER OR NATURE OF ANY REPORT OF ANY PETROLEUM ENGINEERING CONSULTANT, OR ANY ENGINEERING, GEOLOGICAL OR SEISMIC DATA OR INTERPRETATION, RELATING TO THE PROPERTIES, (III) THE QUANTITY, QUALITY OR RECOVERABILITY OF HYDROCARBONS IN OR FROM THE PROPERTIES, (IV) ANY ESTIMATES OF THE VALUE OF THE ASSETS OR FUTURE REVENUES GENERATED BY THE ASSETS, (V) THE PRODUCTION OF HYDROCARBONS FROM THE PROPERTIES, (VI) THE MAINTENANCE, STATE OF REPAIR, CONDITION, QUALITY, SUITABILITY, DESIGN OR MARKETABILITY OF THE ASSETS, (VII) THE CONTENT, CHARACTER OR NATURE OF ANY INFORMATION, MEMORANDUM, REPORTS, BROCHURES, CHARTS OR STATEMENTS PREPARED BY OR ON BEHALF OF ASSIGNOR OR THIRD PARTIES WITH RESPECT TO THE ASSETS, (VIII) ANY OTHER MATERIALS OR INFORMATION THAT MAY HAVE BEEN MADE AVAILABLE TO ASSIGNEE OR ANY BUYER REPRESENTATIVE IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THE AGREEMENT OR ANY DISCUSSION OR PRESENTATION RELATING THERETO AND (IX) ANY IMPLIED OR EXPRESS WARRANTY OF FREEDOM FROM PATENT OR TRADEMARK INFRINGEMENT. ASSIGNOR FURTHER DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED, OF MERCHANTABILITY, FREEDOM FROM LATENT VICES OR DEFECTS OR REDHIBITORY DEFECTS, FITNESS FOR A PARTICULAR PURPOSE OR CONFORMITY TO MODELS OR SAMPLES OF MATERIALS OF ANY ASSETS, RIGHTS OF A PURCHASER UNDER LAW TO CLAIM DIMINUTION OF CONSIDERATION OR RETURN OF THE PURCHASE PRICE OR CONSIDERATION, IT BEING EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES THAT (A) ASSIGNEE SHALL BE DEEMED TO BE ACQUIRING THE ASSETS IN THEIR PRESENT STATUS, CONDITION AND STATE OF REPAIR, "AS IS," "WHERE IS" AND WITH ALL FAULTS AND DEFECTS (KNOWN OR UNKNOWN, LATENT, DISCOVERABLE OR UNDISCOVERABLE), AND (B) ASSIGNEE HAS MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS ASSIGNEE DEEMS APPROPRIATE. ASSIGNOR HAS NOT AND WILL NOT MAKE ANY REPRESENTATION OR WARRANTY REGARDING ANY MATTER OR CIRCUMSTANCE RELATING TO ENVIRONMENTAL LAWS, THE RELEASE OF HAZARDOUS MATERIALS OR OTHER MATERIALS INTO THE ENVIRONMENT OR THE PROTECTION OF HUMAN HEALTH, SAFETY, NATURAL RESOURCES OR THE ENVIRONMENT, OR ANY OTHER ENVIRONMENTAL CONDITION OF THE ASSETS, AND NOTHING IN THIS ASSIGNMENT, IN THE AGREEMENT OR OTHERWISE SHALL BE CONSTRUED AS SUCH A REPRESENTATION OR WARRANTY.

- (b) **ASSIGNOR AND ASSIGNEE AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS SECTION 2.2 ARE CONSPICUOUS DISCLAIMERS FOR THE PURPOSE OF ANY APPLICABLE LAW.**

2.3 Assumption by Assignee. Except to the extent such obligations or liabilities constitute Specified Obligations, Assignee assumes and hereby agrees to fulfill, perform, pay and discharge (or cause to be fulfilled, performed, paid or discharged) all of the obligations and liabilities with respect to the Assets, whether such obligations or liabilities arose prior to, on or after the Effective Time, including, but not limited to, any and all Plugging and Abandonment Obligations and Environmental Obligations.

### **III. MISCELLANEOUS**

3.1 Purchase and Sale Agreement; Sale Order. This Assignment is expressly made subject to the terms of that certain Purchase and Sale Agreement between Assignor and Assignee dated [ ] (the “**Agreement**”) and that certain [Sale Order dated ] (the “**Sale Order**”). The delivery of this Assignment shall not affect, enlarge, diminish, or otherwise impair any of the representations, warranties, covenants, conditions, indemnities, terms, or provisions of the Agreement or the Sale Order. The representations, warranties, covenants, conditions, indemnities, terms, and provisions contained in the Agreement or the Sale Order shall not be merged with or into this Assignment but shall survive the execution and delivery of this Assignment to the extent, and in the manner, set forth in the Agreement and Sale Order, respectively. In the event that any provision of this Assignment is construed to conflict with any provision of the Agreement, the provisions of the Agreement shall be deemed controlling to the extent of such conflict. Any capitalized terms used but not defined in this Assignment shall have the meanings ascribed to those terms in the Agreement.

3.2 Successors and Assigns. The provisions of this Assignment shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

3.3 **GOVERNING LAW.** **EXCEPT TO THE EXTENT THE MANDATORY PROVISIONS OF THE BANKRUPTCY CODE APPLY, THIS ASSIGNMENT AND THE LEGAL RELATIONS BETWEEN ASSIGNOR AND ASSIGNEE HEREUNDER SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF LOUISIANA, EXCLUDING ANY CONFLICTS OF LAW RULE OR PRINCIPLE THAT MIGHT REFER CONSTRUCTION OF SUCH PROVISIONS TO THE LAWS OF ANOTHER JURISDICTION.**

3.4 Exhibits; Recordation. All exhibits attached hereto are hereby made a part hereof and incorporated herein by this reference. References in such exhibits to instruments on file in the public records are notice of such instruments for all purposes. Unless provided otherwise, all recording references in such exhibits are to the appropriate records of the parishes in which the Assets are located. To facilitate recordation, there may be omitted from the exhibits to this Assignment in certain counterparts descriptions of property located in recording jurisdictions other than the jurisdiction in which the particular counterpart is to be filed or recorded.

3.5 Captions. The captions and article and section numbers in this Assignment are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Assignment. References in this Assignment to articles and sections are to articles and sections of this Assignment unless otherwise specified.

3.6 Counterparts. This Assignment may be executed in one or more originals, but all of which together shall constitute one and the same instrument. Any signature delivered by a Party by facsimile or other electronic transmission shall be deemed an original signature hereto for all purposes.

*[Signatures & Acknowledgements Follow on Next Page]*



**IN WITNESS WHEREOF**, this Assignment has been executed by each of the Parties as of the dates of the acknowledgments below but shall be effective for all purposes as of the Effective Time.

**ASSIGNOR:**

**WEATHERLY OIL & GAS, LLC**

By: \_\_\_\_\_  
Dan W. Johnson, CEO

Witnesses:

\_\_\_\_\_

\_\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

This Assignment was acknowledged before me on this \_\_\_\_ day of August, 2019, by Dan W. Johnson, as CEO of **Weatherly Oil & Gas, LLC**, a Delaware limited liability company, on behalf of said company.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

Notary Public for the State of \_\_\_\_\_  
County of \_\_\_\_\_  
Commission No: \_\_\_\_\_

My commission expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

On this \_\_ day of August, 2019, before me, the undersigned authority, personally appeared \_\_\_\_\_, to me known to be the person described in and who executed the foregoing instrument, in the capacity therein stated and acknowledged that he/she executed the same as his/her free act and deed.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

Notary Public for the State of \_\_\_\_\_  
County of \_\_\_\_\_  
Commission No: \_\_\_\_\_

My commission expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

On this \_\_ day of August, 2019, before me, the undersigned authority, personally appeared \_\_\_\_\_,  
to me known to be the person described in and who executed the foregoing instrument, in the capacity  
therein stated and acknowledged that he/she executed the same as his/her free act and deed.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

Notary Public for the State of \_\_\_\_\_  
County of \_\_\_\_\_  
Commission No: \_\_\_\_\_

My commission expires: \_\_\_\_\_

**IN WITNESS WHEREOF**, this Assignment has been executed by each of the Parties as of the dates of the acknowledgments below but shall be effective for all purposes as of the Effective Time.

**ASSIGNEE:**

**DEA BETHANY, L.L.C.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Witnesses:**

\_\_\_\_\_

\_\_\_\_\_

**ACKNOWLEDGEMENTS**

STATE OF \_\_\_\_\_ §  
COUNTY/PARISH OF \_\_\_\_\_ §

This Assignment was acknowledged before me on this \_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_, as \_\_\_\_\_ of **DEA Bethany, L.L.C.**, a Louisiana limited liability company, on behalf of said company.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public for the State of \_\_\_\_\_  
County of \_\_\_\_\_  
Commission No: \_\_\_\_\_

My commission expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ §  
COUNTY/PARISH OF \_\_\_\_\_ §

On this \_\_\_ day of August, 2019, before me, the undersigned authority, personally appeared \_\_\_\_\_, to me known to be the person described in and who executed the foregoing instrument, in the capacity therein stated and acknowledged that he/she executed the same as his/her free act and deed.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public for the State of \_\_\_\_\_  
County of \_\_\_\_\_  
Commission No: \_\_\_\_\_

My commission expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ §  
COUNTY/PARISH OF \_\_\_\_\_ §

On this \_\_\_ day of August, 2019, before me, the undersigned authority, personally appeared \_\_\_\_\_, to me known to be the person described in and who executed the foregoing instrument, in the capacity therein stated and acknowledged that he/she executed the same as his/her free act and deed.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public for the State of \_\_\_\_\_  
County of \_\_\_\_\_  
Commission No: \_\_\_\_\_

My commission expires: \_\_\_\_\_

**END OF EXHIBIT B**

**Schedule 12(e)**

**Attached to and made part of that certain Purchase and Sale Agreement by and between  
Weatherly Oil & Gas, LLC, as Seller, and DEA Bethany, L.L.C., as Buyer**

**Consents to Assign & Preferential Purchase Rights****Consents to Assign:**

<b>Lease No.</b>	<b>Lessor</b>	<b>Lessee</b>	<b>Lease Date</b>	<b>Book</b>	<b>Page</b>	<b>Instrument No.</b>	<b>Parish</b>	<b>Sta</b>
LA100240.000	Caddo Parish Commission 20131	Classic Petroleum Inc	8/12/2009			2248285	Caddo	LA
LA100241.000	Caddo Parish Commission 20133	Merit Energy Services	8/12/2009			2248623	Caddo	LA
LA100242.000	Caddo Parish Commission 20134	Classic Petroleum Inc	8/12/2009			2248287	Caddo	LA
LA100135.000	Gayle B Mcfarland, et vir	Goodrich Petroleum Company LLC	2/6/2007			2081637	Caddo	LA
LA100031.002	Justin C Owen	Goodrich Petroleum Company LLC	4/26/2007			2093008	Caddo	LA
LA100031.003	Nancy Ann Adams Williams	Goodrich Petroleum Company LLC	4/26/2007			2096014	Caddo	LA
LA100010.001	Richard H Evans, et ux	Delta Lands Exploration Inc	5/19/2004			2161875	Caddo	LA
LA100035.018	Standard Wood Preservers	Goodrich Petroleum Company LLC	4/11/2006			2034061	Caddo	LA
LA100031.001	Tyler E Adams Jr et al	Goodrich Petroleum Company LLC	4/26/2007			2093922	Caddo	LA
LA100256.006	Manville Forest Products Corporation	Florida Exploration Company	8/2/1983	520	465		De Soto	LA
LA100011.001	Richard H Evans Et Ux	Delta Lands Exploration Inc	5/19/2004	950	806	650028	De Soto	LA

**Preferential Rights to Purchase:**

1. Farmout Agreement dated June 10, 2003, between Vernon E. Faulconer, Inc., Faulconer Energy Joint Venture-1990 and Faulconer Energy Limited Partnership, as Farmor, and Goodrich Petroleum Company, L.L.C., as Farmee, as same may have been amended or supplemented from time to time.

**END OF SCHEDULE 12(e)**

**EXHIBIT 2**

**CURE SCHEDULE**

## Bethany Longstreet - Amended Cure Schedule

AGREEMENT TYPE	FIRST PARTY	SECOND PARTY	DATE	CURE AMOUNT AS OF 8/20/2019
FARMOUT AGREEMENT	VERNON E. FAULCONER INC.	GOODRICH PETROLEUM COMPANY LLC	6/10/2003	\$0.00
FARMOUT AGREEMENT	VERNON E. FAULCONER INC.	GOODRICH PETROLEUM COMPANY LLC	6/10/2003	\$0.00
FARMOUT AGREEMENT AMENDMENT	VERNON E. FAULCONER INC.	GOODRICH PETROLEUM COMPANY LLC	10/25/2005	\$0.00
FARMOUT AGREEMENT AMENDMENT	VERNON E. FAULCONER INC.	GOODRICH PETROLEUM COMPANY LLC	5/25/2006	\$0.00
FARMOUT AGREEMENT AMENDMENT	VERNON E. FAULCONER INC.	GOODRICH PETROLEUM COMPANY LLC	12/14/2006	\$0.00
FARMOUT AGREEMENT AMENDMENT	VERNON E. FAULCONER INC.	GOODRICH PETROLEUM COMPANY LLC	1/16/2007	\$0.00
FARMOUT AGREEMENT AMENDMENT	VERNON E. FAULCONER INC.	GOODRICH PETROLEUM COMPANY LLC	3/7/2008	\$0.00
FARMOUT AGREEMENT AMENDMENT	VERNON E. FAULCONER INC.	GOODRICH PETROLEUM COMPANY LLC	7/7/2008	\$0.00
FARMOUT AGREEMENT AMENDMENT	VERNON E. FAULCONER INC.	GOODRICH PETROLEUM COMPANY LLC	7/25/2009	\$0.00
FARMOUT AGREEMENT AMENDMENT	VERNON E. FAULCONER INC.	GOODRICH PETROLEUM COMPANY LLC	4/30/2010	\$0.00
JOINT OPERATING AGREEMENT	GOODRICH PETROLEUM COMPANY LLC	MALLOY ENERGY COMPANY LLC	8/19/2003	\$0.00
JOINT OPERATING AGREEMENT	GOODRICH PETROLEUM COMPANY LLC	KWF OIL	8/19/2003	\$0.00
JOINT OPERATING AGREEMENT	GOODRICH PETROLEUM COMPANY LLC	MALLOY ENERGY COMPANY LLC	8/19/2003	\$0.00
GAS GATHERING AGREEMENT	STATELINE GATHER SYSTEM, LLC	GOODRICH PETROLEUM COMPANY LLC	5/1/2009	\$0.00
SALE AND PURCHASE OF NATURAL GAS	TEXLA ENERGY MANAGEMENT, INC	WEATHERLY OIL & GAS, LLC	9/5/2006	\$0.00
COMPRESSOR AGREEMENTS	J-W POWER COMPANY	WEATHERLY OIL & GAS, LLC	10/1/2017	\$38,916.22
SALT WATER DISPOSAL LEASE	GARY B. MCFARLAND AND CYNTHIA D. MCFARLAND	WEATHERLY OIL & GAS, LLC	1/1/2013	\$3,000.00